

**AGREEMENT**  
**BETWEEN**  
**THE CITY OF EUGENE**  
**AND**  
**THE INTERNATIONAL ASSOCIATION**  
**OF FIRE FIGHTERS**  
**LOCAL 851**



**EFFECTIVE JULY 1, 2005 THROUGH JUNE 30, 2007**

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## **AGREEMENT AND PURPOSE**

THIS AGREEMENT is entered into between the City of Eugene, Oregon, hereinafter referred to as "the City" and the International Association of Fire Fighters, Local 851 (IAFF), hereinafter referred to as "the Union." The parties mutually agreed to renegotiate the existing contract. This document is intended to supersede in full the current contract. It is the purpose of this document to set forth the full agreement between the above-mentioned parties.

### **Article 1 RECOGNITION**

- 1.1 The City recognizes the Union as the sole and exclusive bargaining agent for all members of the bargaining unit, as determined under applicable procedures with respect to wages, hours, and other terms and conditions of employment. A listing of classifications currently covered within the bargaining unit is reflected in Appendix A.
- 1.2 Seasonal and temporary employees who are employed for less than three (3) months, or the hourly equivalent, in a calendar year are not covered by this Agreement. Temporary employees will not be employed on a continual basis from one fiscal year to the next, without a break in service of at least thirty (30) days, if they have worked the maximum number of hours in a year. Temporary employees will not be assigned to do fire suppression or advanced life support work. The use of temporary employees will not result in the loss of any regular IAFF positions. The City will give the Union notice of any temporary employee hired and what work he/she will be performing.
- 1.3 The City agrees not to require any prospective IAFF member to sign a hire agreement which nullifies or modifies any term or condition of this Agreement without the agreement of the Union.
- 1.4 As used in this Agreement, the term "fire suppression employees" includes employees in the following classifications: Firefighter, Fire Engineer, Fire Lieutenant, Fire Captain, Fire Training Captain, and Fire Instructor. If the City hires an employee to be a non-rotational Fire Training Captain or Fire Instructor, the employee shall not be a "fire suppression employee". The City will not fill the Fire Training Captain or Fire Instructor position with a non-fire suppression employee, as defined above, until the position is first offered to all qualified line employees.

### **Article 2 UNION SECURITY AND CHECKOFF**

- 2.1 This Agreement applies equally to all members of the bargaining unit. Since each employee in the bargaining unit receives the benefits provided, each must pay an amount of dues specified by the Union, or, if not a member of the Union, an amount in lieu of dues as specified by the Union.
- 2.2 Any employee in the bargaining unit, who has not joined the Union within thirty-one (31) days of this Agreement, or within thirty-one (31) days of becoming an employee, will pay to the Union an amount of money in lieu of dues, specified by the Union, as a condition of employment. The automatic deduction is called "checkoff." The Union shall hold the City harmless for checkoff.
- 2.3 If an employee objects to checkoff based on bona fide religious tenets or teachings of a church or religious body of which the employee is a member, he/she may inform the City and the Union of the

objection. The employee and the Union will establish a satisfactory arrangement for distribution of an amount of money equivalent to Union membership dues to a non-religious charity.

- 2.4 Upon receipt of a completed and signed copy of the form, "Employee Organization Membership Dues Payroll Deduction Authorization Form," the City will deduct Union dues from the wages of the employee. The City will not be in violation of this provision due to checkoff errors so long as such errors are adjusted no later than the end of the following pay period after notice of the error is received.
- 2.5 The Secretary-Treasurer of the Union will provide the City with written certification of changes in any amount to be deducted. The City will adjust the dues deduction in the time provided in 2.4 above.
- 2.6 The Union agrees to hold the City harmless for any action taken or not taken for the purpose of complying with the provisions of this article provided that, upon notification of errors, the City corrects such errors within the following pay period.

### **Article 3 CITY SECURITY, NO STRIKE, NO LOCKOUT**

- 3.1 The Union will not initiate, nor engage in, and no employee(s) will participate, nor engage in, any strike, slowdown, picketing, boycott, or other interruption of work during the term of this Agreement. The City will not lock out employees during the term of this Agreement; however the City will have no obligation to provide work during a labor dispute if the number of employees reporting for work is insufficient, in the City's judgment, to warrant continuation of part, or all of, its operations.
- 3.2 Should a strike, slowdown, picketing, boycott, or other interruption of work occur, the City shall notify the Union of the existence of such activity and request advice from the Union as to whether the activity has been authorized. The Union, immediately thereafter, will respond to the City's request in writing.
- 3.3 Upon receiving notice of a strike, slowdown, picketing, boycott, or other interruption of work which it has not authorized, the Union will take all reasonable steps to terminate such activities and induce the employees concerned to return to work. If the Union takes such action, it shall not be held liable by the City for the unauthorized activity of the employees involved.
- 3.4 In the event employee(s) participate in a strike, slowdown, picketing, boycott, or other interruption of work in violation of this section, the violating employee(s) shall be subject to disciplinary action which may include discharge.

### **Article 4 MANAGEMENT RIGHTS**

The City shall retain the exclusive right to exercise the regular and customary functions of management including, but not limited to, directing the activities of the department, determining levels of service and methods of operation, including subcontracting and the introduction of new equipment; the right to hire, lay off, transfer, and promote; to discipline and to discharge its employees for cause; and, to determine work schedules and assign work. Nothing in this clause shall have the effect of nullifying agreements entered into in other sections of this Agreement. Management rights, except where abridged by specific provisions of this Agreement, are not subject to grievance.

## **Article 5 WORK RULES--EXISTING BENEFITS**

- 5.1 The existence of a bargaining obligation, and any bargaining required pursuant to such obligation, shall be in accordance with applicable Employment Relations Board rulings and Public Employees Collective Bargaining Act (PECBA) decisions.
- 5.2 The parties agree that if matters of employment relations not addressed by this Agreement are to be modified, the City will give the Union written notice prior to such action and will, upon request, meet with the Union to negotiate the change and its impact.

## **Article 6 PRODUCTIVITY**

The parties recognize that delivery of essential municipal services in the most efficient and effective manner is of paramount importance and interest to the City and the Union. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities. Work procedures, schedules, and assignments, or any other means of increasing productivity, may be established and/or revised from time to time, at the discretion of the City; so long as no right guaranteed employees under this Agreement is violated. The parties may agree to meet at mutually convenient times to discuss means of increasing department productivity.

## **Article 7 FIRE SERVICE EFFECTIVENESS**

- 7.1 The City and Union share a mutual objective of maintaining high-quality fire safety and emergency medical services to the community. Accordingly, the City will keep the Union advised as to arrangements for fire safety and emergency medical services as they are made in connection with any future annexations to the City of Eugene. The City shall confer and consult with the Union in connection with such annexations to better ensure that high fire and emergency medical safety standards are maintained.
- 7.2 Should the City consider subcontracting existing fire and emergency medical services or the introduction of new equipment, it shall notify the Union in writing as to what work it is considering subcontracting or equipment it is considering introducing. Upon request from the Union, the City shall provide the Union with all available information necessary to assist the Union in understanding and evaluating the proposal under consideration. All other rights and obligations of the Union and the City concerning subcontracting or introduction of new equipment shall be provided in this Agreement and in applicable law, rules, or decisions.

## **Article 8 UNION REPRESENTATIVES**

- 8.1 Designated Union representatives shall be allowed time off without loss of pay, during normal working hours, for the purpose of meeting with the City for negotiating labor contracts, grievance meetings, joint labor/management meetings, investigatory interviews, arbitrations (up to three representatives), or other similar purposes. A principal officer of the Union shall specify to the City those members serving as representatives.
- 8.2 The City will allow Union representatives 456 shift hours per fiscal year to perform activities related to Union business or to attend Union functions other than those in 8.1, so long as their absence does

not, in the City's judgment, hamper the normal operation of the Department. The conversion factor in Article 12 applies to forty (40)-hour personnel using this time off. When overtime is required of other personnel as a result of such absences, it shall be paid at the rate of time and one-half (1 ½).

- a. If 456 hours are not used within a year, up to 243 hours may be carried over to the next year, provided that at no time shall the maximum allowable exceed 699 shift hours.
  - b. The City will be given at least seventy-two (72) hours advance notice of time off for Union business when a Union representative will be absent from work.
  - c. The City, after proper notice to the Union, may reduce the amount of time paid for if the privilege is being abused.
- 8.3 Union representatives shall code all work time spent on Union activities, other than the unscheduled or unallocated time of fifty six (56)-hour shift employees.
- 8.4 The Union may use the City's e-mail system for the following purposes:
- a. To communicate with management regarding matters of labor relations or related topics;
  - b. To communicate with management or union employees in order to set or give notice of meetings related to City/Union issues;
  - c. To inform members of the status or outcome of bargaining, grievances, or issues between the City and the Union, if it is done in a factual and neutral manner;
  - d. To communicate matters of general interest regarding Union members, the Department or the City organization (for example, retirements, births, deaths of members or their families); and
  - e. To communicate information regarding an individual member's welfare, as long as it does not violate any legal requirements for confidentiality, such as the Americans with Disabilities Act (ADA), or compromise an individual's right to privacy.
- 8.5 All communications by the Union using the City's e-mail system will conform to the following standards:
- a. The Union will not use e-mail to provide political information, solicit support for political causes, or raise funds for political purposes;
  - b. The Union will not use e-mail to sell, purchase, or trade private items or property or to raise funds for any purpose. The Union may use e-mail to solicit financial support or leave donations for Union members due to the member's illness or similar circumstances, with prior authorization from the City;
  - c. The Union will comply with the City's general policy on use of City equipment and e-mail, except where the terms of that policy are superceded by the terms of this Agreement. Specifically, the Union recognizes that the City's e-mail system is the exclusive property of the City and that any communications or files generated or distributed by the Union on that system may be accessed by the City, according to the City's general policies. The Union agrees that all other policies

related to use of work time and use of City property or resources for personal or Union business continue to apply;

- d. The City recognizes that the Union may have viewpoints that are different from those of City management, which may be expressed in the Union's e-mail communications. In all cases, Union e-mail communications will meet the standards generally required for any communication between City employees. More specifically, communications distributed by the Union over the City's e-mail system will be factually accurate and complete, and neutrally described; will be respectful in tone and content and will not include personal insults or attacks; and, will avoid content or tone that would create significant disharmony or interfere with the ability to provide service. The parties recognize that communications over the City's e-mail system may be public records open to public examination unless an exemption applies, and will be cognizant of the fact that all communications sent over e-mail may be available for public review.
- 8.6 If the City finds that the Union has violated this Agreement about use of e-mail, the City may deny the Union further use of its e-mail system. If the City finds such a violation, it will bring the violation to the Union's attention and attempt to resolve any disagreement. If the Union refuses to modify the language in question, then the City may give written notice to the Union of the suspension of the Union's right to use e-mail and will specifically cite the communication challenged and the specifics of the violation. The Union may grieve the City's decision to deny e-mail use. The grievance will be filed at Step Three of the grievance process, and the parties agree to expedite arbitration. The parties may agree to alternate dispute resolution options in lieu of arbitration.

## **Article 9 SENIORITY**

- 9.1 Unit seniority means the length of an employee's continuous service since his/her last date of hire within the bargaining unit. If two or more employees start on the same date, the order of seniority shall be determined as follows:
- a. For Firefighters hired on the same date, respective seniority shall be determined by averaging the scores on achievement examinations taken during the initial probationary training period prior to being assigned to a shift. In the event of a tied score, seniority shall be determined by lot.
  - b. For all other bargaining unit members hired on the same date, respective seniority shall be determined by lot.
- 9.2 If an employee transfers from outside the bargaining unit, he/she will not lose accrued personal leave or the credit for years of City service for the purposes of vacation accrual.
- 9.3 Employees who transfer or promote to positions outside the bargaining unit, and who later return to the bargaining unit, shall have a seniority date computed on the basis of the periods of time served in the bargaining unit.
- 9.4 Classification Seniority means the length of continuous service since the employee's promotion or appointment to a grade or classification. Classification seniority for each grade or classification held continues even though the employee is promoted to a higher grade or classification.
- 9.5 Lay off means a reduction in the work force.

- a. In the event of a reduction in the work force, layoffs shall be made by job classification on the basis of seniority within the affected classification. An employee laid off from his/her job classification will be entitled to bumping rights, as defined in provision 9.6 below.
  - b. The City may retain sufficient EMT P's to maintain appropriate staffing levels for medic units and first response fire suppression apparatus.
  - c. Except in the event of an emergency, the City will notify the Union at least thirty (30) days in advance of layoffs.
  - d. The City agrees, to the extent practicable, to allow employees to transfer or demote to other open positions, for which they are qualified, in lieu of layoff.
- 9.6 Bumping means the displacement of an employee in a classification at a lower salary range by an employee with more seniority.
- a. In the event of a work force reduction, employees to be laid off from a job classification may elect to bump into a lower classification provided:
    - 1) the employee is qualified to perform the job duties of the classification at a lower salary range; and,
    - 2) the person displaced has less seniority than the person displacing him/her.
  - b. Employees bumping to a position they have not held in the past twenty-four (24) months shall serve a six (6) month probationary period. Employees transferring or demoting to a classification not held previously shall serve the specified probationary period for the position.
  - c. Employees bumping to a position, for which they have not completed the initial probation, must complete the remaining portion of the probationary period for that classification. If they do not successfully complete probation, they will be allowed to bump to the next lower classification held.
  - d. Employees transferring or demoting to a classification outside their classification series must serve the specified probationary period for that position. If they do not successfully complete probation, they will be laid off but will continue to have recall rights to their original classification as specified below.
- 9.7 Recall: Employees who have been laid off have the right to be recalled to their previously held classification for a period of twenty-four (24) months. If the employee has not been recalled within the twenty-four (24) month period, he/she will be terminated. Employees shall be called back in seniority order.
- a. Employees may be offered recall to other classifications for which they meet minimum qualifications. If employees are recalled to another classification, it will not affect their recall rights to their previously held classification.
  - b. It is the responsibility of employees on layoff status to maintain a current address on file with the City. The City will notify employees of recall in person, by telephone, or, if necessary, by



certified letter mailed to the employee's last address on file. Any employee who declines recall to the last classification held, fails to contact the City within fourteen (14) calendar days of notice, or fails to report for work within thirty (30) calendar days of notice shall be removed from the recall list and considered to have terminated employment with the City. The City may require the successful completion of a medical examination as a prerequisite to returning to work following a layoff.

- c. If an employee is recalled within twenty-four (24) months, his/her unit seniority will be protected and he/she will be given unit seniority credit for the time he/she was laid off.
- d. If an employee bumps into a lower classification or voluntarily transfers or demotes in lieu of layoff, he/she will have recall rights to his/her former classification. In these situations, employees will be recalled in classification seniority order. The twenty-four (24) month time frame for recall will not apply to this type of recall.

9.8 Probation: The entry probationary period is twelve (12) months.

- a. In exceptional circumstances, the probationary period may be extended. When extending probation, the City shall give the employee written notification. Entry probationary employees are not regular and serve at the pleasure of the City and may be disciplined or discharged without recourse to the grievance procedure.
- b. Promotions within the unit are subject to a twelve (12) month promotional probationary period, with extensions in special circumstances, except as noted below. If employees who have promoted do not successfully complete probation, they will be moved back to the classification held prior to promotion.
- c. Employees who have completed their probationary period as a Lieutenant and are subsequently promoted to Captain will serve a six (6) month probationary period as Captain. Employees who are promoted to Captain prior to the completion of their probationary period as Lieutenant must serve a probationary period of twelve (12) months as a Captain, not to exceed a total of eighteen (18) months probation in both classifications, unless extended due to special circumstances.
- d. Employees who do not successfully pass probation as a Captain will be returned to Lieutenant and will remain a Lieutenant until they have demonstrated competency in the areas identified as problems. The City will identify the performance issues of the employee at the time of the probationary demotion. The City will develop a work plan that addresses the performance issues previously identified that resulted in the employee's demotion. Once the employee meets the expectations outlined in the work plan, he/she will be eligible to promote back to Captain. If an employee who has been moved back to Lieutenant during probation promotes to Captain, he/she must then serve a twelve (12) month probationary period.

9.9 Preference in vacation scheduling within a work section and/or shift is by bargaining unit seniority.

9.10 Employees in Fire/EMS Operations will be allowed to submit requests for transfer to another shift or station. Transfer requests submitted to the Deputy Chief of Operations by October 31 each year will be considered for transfer during the upcoming year. Employees' preferences will be considered in making assignments, along with a number of other factors necessary to achieve an appropriate balance in the station, such as EMT level, membership on a special team, experience level, special skills, or career development program participation. All else being equal, seniority will be considered

in making assignments. The City has the right to make the final decision regarding station or shift assignment.

9.11 An employee loses seniority if he/she:

- a. Voluntarily quits work or retires;
- b. Is discharged;
- c. Fails to return from layoff to the last classification held within thirty (30) days following the request to do so;
- d. Is laid off for more than twenty-four (24) months; or
- e. Fails to return from a leave of absence within three (3) days following the expiration of the leave, after the City has made a reasonable effort to notify the employee of such expiration, unless the employee shows good cause.

#### **Article 10 OUTSIDE EMPLOYMENT**

10.1 Employees employed other than with the City must, as soon as reasonably practical, advise the City of such employment on forms provided by the City for that purpose. For purposes of this article, employment includes all paid employment, ongoing self employment, volunteer firefighter, and reserve law enforcement officer. The completed form should be turned in to the employee's supervisor. Such employment must:

- a. Be compatible with the employee's City work;
- b. In no way detract from the efficiency of the employee's City work;
- c. In no way be a discredit to City employment; and
- d. Not take preference over extra duty required by City employment.

10.2 The City may, upon reasonable grounds, revoke permission to hold outside employment at any time based upon the criteria outlined above in 10.1.

#### **Article 11 HOURS AND OVERTIME**

11.1 As used in this article:

- a. Overtime means 1) those hours worked in excess of, and contiguous with, an employee's assigned shift; or, 2) those hours worked in excess of the FLSA standard for the applicable work period.
- b. Call-back means those hours worked which are not contiguous with an employee's assigned shift.

- c. Holdover means those hours worked in excess of, and continuous with, the end of an employee's assigned shift.
  - d. Emergency Overtime means those hours worked for fire or other emergencies which require the call-back of additional personnel to augment on-duty personnel or to maintain minimum staffing levels when on-duty employees are involved in emergency situations.
  - e. Draft means an involuntary assignment to work overtime other than overtime that is the result of a holdover, mandatory drill, training, or meeting.
  - f. Non-emergency overtime means all those overtime hours worked which are not emergency overtime.
  - g. Work Shift means those hours assigned in a twenty-four (24) hour period beginning with the start of the employee's scheduled shift.
  - h. Work Schedule means the scheduled work week of an employee (e.g., days and hours assigned to work) in his/her established work period. Work period means the established and regularly recurring period of work (number of days) designated under FLSA guidelines. The work period for shift employees under the provisions of the FLSA section 7(k) is twenty-one (21) days. The work period for all forty (40)-hour employees is seven (7) days, beginning at 0001 Sunday and ending at midnight, Saturday.
- 11.2 Hours worked and regular rate of pay in the calculation of FLSA overtime are as defined under the act. Overtime will be rounded to the nearest tenth (1/10) of an hour.
- 11.3 The work week for fire suppression and emergency services personnel will consist of a fifty-six (56)-hour work week (twenty-four [24] hours on/forty-eight [48] hours off), except as indicated below. The work week for all other personnel in the bargaining unit will be a forty (40)-hour work week, normally consisting of five (5) days, eight (8) hours per day. The parties recognize that certain assignments may require other work hours within the forty (40)-hour work week. The City shall notify employees and the Union of special hour requirements of any assignment. Employees who accept such assignment after notice shall be deemed to have agreed to those special conditions. During the term of the special assignment, the City shall not change the special hour assignment without reaching an agreement with the affected employee(s) regarding the change. Nothing herein prevents the City from assigning employees to work forty (40)-hour schedules on a temporary basis for such things as special assignments, training, or light or modified duty assignments. Nothing herein prevents the implementation of alternative work schedules, so long as it does not exceed FLSA standards. The City agrees to notify the Union and bargain the impact of the change prior to the implementation.
- 11.4 For forty (40)-hour employees, the parties agree to determine overtime eligibility on a work week basis, if mutually agreed upon by the employee and the supervisor.
- 11.5 The following provisions will establish the compensation for training for all fifty-six (56)-hour bargaining unit employees: (Training related to development programs is not covered by these provisions.)
- a. Training assigned by the City that an employee is obligated to attend, unless his/her absence has been approved by the City, is considered mandatory training. For mandatory training, any overtime earned will be given contract overtime.

- b. Training authorized by the City which an employee has the option to attend is considered voluntary training. For voluntary training, any overtime earned will be given FLSA credit only. Employees will be informed in writing, with a copy to the Union, if training is mandatory, at least one (1) week prior to attending the training, unless there is a valid business reason for not being able to do so. If the City fails to notify employees as specified, the overtime will be compensated as mandatory training. Time spent in travel to or from training is not considered time off in terms of this provision.
  - c. Training of Five (5) Days or More - Employees who attend training for five (5) days or more will be placed on a five (5) day/forty (40)-hour schedule and will not be required to work twenty-four (24) hours prior to and forty-eight (48) hours after training or, as determined by their work schedule, forty-eight (48) hours prior to and twenty-four (24) hours after the training. Time spent in travel to or from training is not considered time off in terms of this provision. Employees will not lose FLSA time for the period of the training as a result of the change in their schedule. If their hours exceed the standard hours, they will receive additional FLSA credit. Note: Employees' twenty-one (21)-day FLSA cycle will not be changed.
  - d. Training of Less Than Five (5) Days - Employees will receive contract overtime and/or FLSA credit (as defined above in 11.5.a. and b.) for the time spent in actual training on non-shift days. If an employee is attending training that results in working four (4) days in a row, the employee will be given at least twelve (12) hours off, contiguous with the training, either before or after the training.
  - e. Out-of-Town Training (over sixty [60] miles away) - If going out of town for training for more than one (1) day, employees who are scheduled to work the day before will be released from work in sufficient time to travel and arrive at their destination by 2100 hours. If scheduled to work on the day the training ends, employees will be released from work for the remainder of the shift.
  - f. Employees who are working the day before and/or the last day of training may request an assignment other than the medic unit. The request will be accommodated, if at all possible.
  - g. Employees will receive contract overtime and FLSA credit for attending mandatory medical training required for recertification as an EMT. The employee will be relieved from duty at 2000 hours for the remainder of the shift the day before the training. This provision also applies to employees attending the ACLS class required to become certified as an EMT P.
  - h. Study time associated with training and any free time before, during, or after training shall not be compensable for either mandatory or voluntary training assignments, unless an exception is granted by the supervisor in advance.
- 11.6 Eligible full-time employees who are required to work more than their established work schedule will be compensated for such extra hours at one-and-one-half (1 ½) times the straight time rate. Part-time employees will be compensated for extra hours at the rate of one-to-one (1:1) for all hours up to forty (40) hours. All hours beyond forty (40) hours will be paid at one-and-one-half (1 ½) times the regular rate. Overtime pay is based on the position worked (e.g., employees working overtime in a higher classification shall receive one-and-one-half (1 ½) times the pay rate provided in Article 13 for his/her work in that higher classification). Overtime will be rounded to the nearest tenth (1/10) of an hour.

- 11.7 The City determines when overtime is to be worked and in what classification, consistent with good safety standards. When non-emergency overtime is required, it shall be offered to regular employees by classification for the position needed. For emergency overtime, or when no one accepts voluntary, non-emergency overtime, the City has the right to require an employee to report to work. (Note--exceptions to this are listed in the Department policy manual.)
- a. For purposes of assigning overtime, the City will maintain overtime rosters for each classification or rank. (See Appendix C.) The City will maintain two (2) overtime rosters -- a short term list for overtime assignments which are less than thirteen (13) hours in length and a long-term list for overtime assignments which are thirteen (13) hours or longer. Eligible employees will be listed on overtime rosters in order of seniority.
  - b. For Fire Suppression employees, overtime will be offered on a rotational basis from the appropriate overtime list. From 1800 to 0900, overtime will be offered first to the off-going shift unless there is an employee on the list with an asterisk by his/her name (see provision 11.7.d below) or there is another employee on the list who has fallen three (3) or more slots behind the employee being offered the overtime. At any other time during the day, overtime will be offered to eligible employees as listed on the roster unless special skills are required to perform the work. For procedures regarding overtime hiring, see the Department policy manual. The City agrees to notify the Union and negotiate changes to these policies that involve mandatory subjects of collective bargaining.
  - c. For Medic Series employees, extra hours will first be offered to part-time Medic Series employees on a rotational basis. Unscheduled overtime will be offered next to Medic Series employees who can holdover from the off-going shift or Medic Series employees who are scheduled to work and can be called in early. Overtime will then be offered on a rotational basis from the appropriate overtime list. See Appendix C. Probationary Medic Series employees are eligible for overtime call back when they have completed their FTEP rotation.
  - d. The following provision applies only to bargaining unit members who were hired prior to August 21, 1981 or who will be age fifty-five (55) by August 21, 2006. On August 21, 2006, the parties agree to discontinue this provision.
    - 1) An employee within three (3) years of retirement eligibility, as defined by PERS rules, may request in writing to receive preference for overtime assignments. If more than one employee has requested preference, the opportunity for overtime will be offered on a rotational basis by seniority. Employees are eligible for this preference for a maximum of thirty-six (36) months.
      - A. For fifty-six (56)-hour employees who have requested preference, an asterisk will be placed by his/her name on the long-term overtime roster. Employees with asterisks will be given preference for long-term (thirteen [13] hours or more) overtime assignments. Each month, employees with asterisks will have one (1) opportunity to exercise this preference prior to any other employee receiving long-term overtime that month.
      - B. Employees in the Fire Prevention unit may receive preference for up to four (4) hours of overtime per month for general overtime that is not related to a specific program area.
      - C. Employees may request a discontinuation of overtime preference. If approved, the asterisk shall be removed from the person's name. The person's position on the

overtime list will be adjusted back so that it is even with the lowest-standing, non-asterisk individual in that classification.

- D. Employees may request to reinstate the benefit. Re-initiation of the benefit shall only be permitted at the beginning of a calendar year. The request must be submitted at least fourteen (14) days in advance. Employees are only eligible to get overtime preference for a total of thirty-six (36) months.

- 11.8 If the voluntary sign-up list has been exhausted, the least senior employee in the classification needed, based on bargaining unit seniority, may be drafted to work. The employee will be contacted and notified of the need to draft. All employees in the classification needed will then be paged. For the purpose of this Article, Captains and Lieutenants will be considered one classification. If, after twenty (20) minutes, one or more employees responds to the page, the employee who has the lowest overtime count for the position needed will be awarded the overtime. If no employee responds to the page and voluntarily accepts the overtime, the draft will be in effect. It is the responsibility of the drafted employee to contact the District Chief to determine the draft status. The employee can refuse the draft only if he/she is physically incapacitated, on approved personal leave or trade, unable to arrange child care after a concerted effort has been made to do so, or if the draft would create another undue hardship. It is the employee's responsibility to notify the City if he/she has a valid reason, as defined above, for refusing the draft.
- 11.9 Drafting shall occur in inverse seniority order for the position needed. Employees shall not receive additional drafts in a given vacation year, October 1st through September 30th, until all other employees in the position have been drafted once in the year or contact is attempted at that time with all other employees in the same position. The intent is to evenly distribute drafts within a drafting year. On October 1st of each year, drafting will begin again in inverse seniority order.
- 11.10 Call-back pay is a guarantee of a minimum number of hours of overtime. Employees will receive call-back pay when called back to work outside their regular work schedule, except when the hours worked are contiguous with an employee's shift. When the hours worked are contiguous with the employee's shift, overtime will be paid only for the actual additional hours worked. Call-back for non-emergency overtime is two (2) hours. Call-back for drafts and emergency overtime is four (4) hours. Overtime associated with voluntary assignments on administrative committees, such as the Department standing committees, will be paid only for the actual hours worked and will not be subject to this provision.
  - a. Except for calls made under 11.8 above, employees are eligible for two (2) hours of call-back pay if they are contacted by telephone while at home to come in for emergency overtime, but are subsequently re-contacted and instructed to disregard.
  - b. Employees are eligible for two (2) hours of call-back pay if they are paged to come in for emergency overtime but subsequently re-paged and instructed to disregard. City approval of overtime shall be contingent upon the employee's contact of the District Chief's office within fifteen (15) minutes of the disregard page to verify that he/she was enroute. A message left on the District Chief's telephone voice mail system shall constitute notice.
- 11.11 For Fire Suppression employees, a flat rate of 0.5 hours of overtime compensation will be granted, at a ratio of 1:1.5, for each shift transfer occurrence outside of the normal work shift. Overtime compensation for transfers related to special team drills will be given at a ratio of 1:1.5 for the actual time spent. The loading and unloading of gear will be done on duty as much as practical without

impeding emergency response. The City reserves the right to change from a flat rate to actual time in the future. Transfer time compensation shall not apply to moves associated with trade time unless an additional transfer is required beyond the initial reporting location.

- 11.12 For general phone calls, the employee will be paid following the guidelines established under FLSA. Phone calls received at home for the purposes of questions or inquiries on work-related subjects are considered work performed under FLSA. However, consistent with all time recording under FLSA, if the time is considered de minimis, it will not be compensable. The guideline for IAFF is that the employee must work at least a tenth (1/10) of an hour, six (6) minutes, before receiving pay.
- 11.13 If routine overtime is scheduled in advance, the Department will post the routine assignment, when practical, including job requirements. Routine overtime can be referred to as overtime that requires general firefighter skills (e.g. NFPA Firefighter I related skills). Employees meeting the requirements may sign up. The most senior of the employees who sign up will be assigned the overtime. This provision shall apply only to routine assignments not involving particular skills, aptitudes, or qualities.
- a. Examples of routine overtime are participating on Fire/EMS Operations committees, station maintenance/upkeep, reserve equipment coordination, staffing the Lane County Fair Booth, and teaching general Firefighter I skills.
  - b. Examples of overtime that are not routine overtime are water rescue, airport, paramedic, and special rescue assignments, etc. Assignments to Department standing or administrative committees also would not be considered routine overtime.
  - c. If other instances or scenarios arise regarding clarification between routine and non-routine overtime, the City and the Union will discuss the issue.
- 11.14 Probationary and regular, full-time employees of the Department are eligible for emergency call-back within the City to augment on-duty staff. The Department shall provide pagers to designated full-time personnel who reside reasonably proximate to established reporting locations.
- 11.15 Nothing within this article shall be construed to nullify, or otherwise limit, mutual or automatic aid agreements between the City and other jurisdictions.
- 11.16 Employees may state a preference in payment for overtime worked as either monetary compensation or compensatory time off, except as noted in 11.17 below. The City will consider the employee's preference in acting on the request. If the employee's preference cannot be met, the City will give reasonable notice of the method of compensation. However, the City will not mandate that an employee accept compensatory time in lieu of overtime. Employees who wish to receive payment for any accumulated hours of compensatory time at the end of the fiscal year may submit a request in proper form to the Department. If, in the City's judgment, funds are available, employees who have submitted a request for payment shall be paid off on a pro-rata basis until such funds are expended.
- 11.17 Forty (40)-hour employees may accrue up to ninety-six (96) hours of compensatory time; fifty-six (56)-hour employees may accrue up to one-hundred forty-four (144) hours of compensatory time. Compensatory time earned in excess of the maximum amount shall be paid off automatically at the end of the pay period in which it is earned at the employee's current wage rate, unless the Division Manager grants approval to exceed the maximum accrual amount.

11.18 Employees receiving overtime for which the City can document reimbursement by an outside agency will receive monetary compensation for the time worked and will not be eligible to elect compensatory time as their preference in payment.

11.19 If a request is made to use compensatory time off, it will be granted within a reasonable period. If an employee requests to use compensatory time on a day when no vacation or compensatory time slots are available, an alternate day will be offered within a forty-five (45) day period of the date requested. The employee may choose any open vacation or compensatory time slot from the roster within that time frame. If there are no open slots, the employee should work with his/her supervisor to determine an alternate date as mutually convenient as possible to both the employee and the City.

Compensatory time may be placed in an open vacation slot. However, if a vacation request is received at the same time as a compensatory time request, the vacation request will be given preference for the vacation slot.

11.20 Employees assigned to a twenty-four (24) hour shift schedule may not work more than ninety-six (96) consecutive shift hours, including regular shift, overtime, and trade time. This time does not include holdover time, time while working at an incident or waiting for relief, or time performing non-shift work such as training, staffing for hiring processes, or committee work. Exceptions to the hours limit may be granted by management when necessary to maintain adequate staffing after drafting options have been exhausted. Time limits may be waived for conflagration deployments, which provide for regular rest periods, or for time associated with major emergencies and general alarms.

- a. If working overtime or a trade, when combined with regularly scheduled shift hours, would cause an employee to exceed the ninety-six (96) hour limit, the employee is not eligible for overtime or trade and must decline it. For the purposes of the overtime rosters, it will be considered a legal pass if an employee declines overtime due to the hours limitation.
- b. Employees who have worked the maximum number of hours must have a minimum of twelve (12) hours off before being eligible to work. Exceptions to the minimum time off may be granted by management when necessary to maintain adequate staffing after drafting options have been eliminated.

11.21 Hours for Medic Series Employees

- a. Work Week: The work week for all Medic Series employees will be a seven (7) day period, beginning at 0001 hours Sunday and ending at 2400 hours Saturday.
- b. Workday: The workday for full-time employees shall be the regularly scheduled hours of work including rest periods, briefing, and training periods, and the meal period when applicable. Any hours beyond the work day are payable as overtime.
- c. Work Shift: Each employee shall be scheduled to work on a regular shift and have regular starting and ending times.
- d. Work Schedule: Employees shall select their shift by seniority. Employees shall select shifts on an annual basis for four (4) three (3)-month periods.
  - 1) A blank schedule shall be posted November 1 for the year's shifts beginning January 1, April 1, July 1, and October 1. Each employee, by seniority, shall fill in their schedule



preferences. In order to accomplish the sign-up in a timely manner, each employee will have no more than forty-eight (48) hours to make a selection. If an employee fails to make a selection within the allocated forty-eight (48) hours, the next senior employee shall be entitled to make a selection. The senior employee who missed making a selection will then be entitled to select again. The final schedule shall be posted at least thirty (30) days prior to implementation. If the shifts are unbalanced, the City may reassign the least senior employee(s) to achieve a reasonable balance.

- 2) If a vacancy occurs during the year and an employee volunteers to take the vacant schedule, that employee will fill in the vacancy for the remainder of the year. If an employee is involuntarily assigned, that employee will work the completion of the three (3) month period and will be allowed to bid for the rest of the year.
  - 3) The City may change shift schedules with fifteen (15) days notice. If it does, within seven (7) days, the Union will inform the City if a new bid process will occur.
- e. Rest Period: Each employee shall be granted a rest period of fifteen (15) minutes during each one-half ( $\frac{1}{2}$ ) shift, consistent with the operating needs of the Department.
- f. Meal Period: All employees shall be granted one (1) paid meal period during each full eight (8) hour period of a work shift. To the extent possible, consistent with operating requirements of the Department, each meal period shall be scheduled in the middle of the work shift, or as near thereto as possible. The meal period shall be thirty (30) minutes and shall be considered duty time with the employees placed on "last out" status during this time. "Last out" status will not be interrupted for Code 1 calls. The meal period may be interrupted by emergency calls. If an employee is called out during a meal period due to an emergency, then the employee shall not be entitled to extra compensation for that. When fire suppression employees sign up to exclusively work a medic series position on overtime, the medic series meal and sustenance rules shall apply. When fire suppression employees are assigned to work a medic series shift as part of their regular twenty-four (24) hour shift or are drafted to work in a medic series position, then the sustenance provisions in Article 34 shall apply.
- 11.22 All overtime due to outside contracts, such as concerts or ball games, shall be offered to qualified fire suppression employees first.
- 11.23 Any bargaining unit member who lives more than forty-five (45) minutes away from 2<sup>nd</sup> and Chambers will not be eligible for unanticipated overtime, unless the employee is already at work and available for the assignment.
- 11.24 The following provisions apply to Deputy Fire Marshals, who are qualified fire investigators and are on call to do Fire Investigations and Logistics staff, who are on call to provide fire suppression support.
- a. Employees who are designated by the City to be on standby status while off-duty, who are subject to a call to duty and who are required to be continuously available to the City by telephone or other telecommunications device during a specified period of time, will receive compensation for all time spent on standby status at the rate of one (1) hour of regular base pay for each ten (10) hours of standby. Compensation will be calculated by dividing the total number of hours on standby by ten (10), rounded to the nearest tenth ( $\frac{1}{10}^{\text{th}}$ ) of an hour.

- b. Generally, employees will not be required to be on standby status more than fourteen (14) continuous days, unless there is a compelling business reason to do so.
- c. Employees will not receive standby pay for any hours they are receiving compensation, including time for which they are receiving overtime or callback pay.
- d. Emergency callback pay will begin when the on-call individual arrives at a pre-assigned reporting location.
- e. Employees on standby status must normally be able to report to work and be ready for duty within forty-five (45) minutes of notification.
- f. Until February 1, 2006, fire investigators assigned to standby status will be allowed to take a City vehicle home, so he/she will be able to respond directly to the incident location. This arrangement will be reviewed prior to February 1, 2006 to determine if it will continue.

## **Article 12 CONVERSION OF WAGE AND LEAVE ACCRUALS**

- 12.1 Employees officially transferred from one work period to another work period with different hours will have their wages, hours, and leave accruals converted to ensure the same total dollar value for the given leave or time. The conversion factor used for changes from a fifty-six (56)-hour to a forty (40)-hour shift is 1:1.4, or vice versa. As personnel transfer, their accrued time will be converted accordingly to the appropriate ratio based on a forty (40)-hour work week. This will provide those employees the same time off as allowed other employees on the same shift with the same accrual.
- 12.2 Forty (40)-hour employees working overtime assignments on the line will receive the appropriate base fifty-six (56)-hour wage rate. The overtime rate for working on the line will be calculated using a compilation of the forty (40)-hour earnings and the fifty-six (56)-hour earnings, in accordance with FLSA.

## **Article 13 ACTING IN CAPACITY**

- 13.1 Bargaining unit employees assigned to work in a higher classification shall be paid at the same step in the higher classification as in their established rank, so long as such increase is not greater than ten percent (10%) of their regular pay. Employees shall be compensated at the higher rate for all hours spent in the acting-in-capacity (AIC) assignment, rounded to the nearest tenth of an hour (1/10th).
  - a. If an employee works two different AIC assignments during one shift which qualify for pay, he/she will be compensated at the AIC rate for the higher classification.
  - b. If a firefighter is required to drive an apparatus on an emergency run because a two-apparatus response is required of a one-apparatus crew, he/she will be paid AIC engineer pay for the full shift.
- 13.2 If the City has knowledge an employee will be absent from his/her position for over six (6) months, the next person on the current promotional list will be promoted into the position until the employee who was absent returns to his/her permanent position.

- 13.3 Bargaining unit personnel serving in an emergency call-back capacity who work in a higher classification while responding in an assigned apparatus or who respond to standby to another station on an assigned apparatus shall be entitled to AIC pay for the classification.
- 13.4 Fire Suppression employees assigned as the driver on a medic unit will receive an amount equal to seven percent (7%) of top step Firefighter for the period of time they are assigned to the unit. Fire Suppression employees assigned as the technician on a medic unit will receive an amount equal to ten percent (10%) of top step Firefighter for the period of time they are assigned to the unit.
- a. Employees who are assigned to the medic unit strictly for training purposes will not receive the compensation specified above.
  - b. When the combination crew is activated, all employees assigned to the unit will receive unit pay for all time worked on the unit with a minimum of four (4) hours of unit pay per shift. When the combination crew is activated three (3) times, they will be paid medic unit pay for the entire shift.
  - c. Should the City add any additional combination crews during the life of this Agreement, the Union has the right to open this provision of the Agreement.
- 13.5 Fire Suppression employees who are assigned as Field Training Paramedics (FTP) as part of the Field Training and Evaluation Program shall be compensated at ten percent (10%) of top step Firefighter for all hours worked in that capacity.
- a. All hours worked on the medic unit as an FTP, as well as approved program development hours, will be compensated at the AIC rate specified above.
  - b. When an FTP is working on a medic crew, he/she will receive medic unit assignment pay at the technician level regardless of the size of the crew or the position he/she is working.
- 13.6 Employees who are working as the medic unit technician and functioning as the preceptor for a department assigned paramedic student will receive five percent (5%) additional pay for the time spent with the intern. For Fire Suppression employees, this AIC pay will be in addition to medic unit assignment pay specified in Article 13.4.

#### **Article 14 SPECIAL TEAMS**

- 14.1 Bargaining unit members who are current members of the Hazardous Materials Team and who have completed all four (4) weeks of Hazardous Materials Technician training, or the equivalent, will receive a dollar adjustment equivalent to four and one-half percent (4 1/2%) of top step Firefighter.
- 14.2 Bargaining unit members who are current members of the Technical Rescue Team and have completed required training on confined space rescue will receive a dollar adjustment equivalent to three percent (3%) of top step Firefighter.
- 14.3 Bargaining unit members who are current members of the Water Rescue Team will receive a dollar adjustment equivalent to three percent (3%) of top step Firefighter. To qualify to receive the pay, team members must be willing and available to work all assignments of the team.

- 14.4 Employees on a second team will receive one and one-half percent (1 ½%) additional pay.
- 14.5 Employees must meet the following requirements to receive special team pay:
- a. An employee may continue on a team after the required time period if he/she requests to and it is approved by the team supervisor.
  - b. Employees on special teams must participate in any mandatory training and associated drills, unless on approved leave or excused by the team supervisor.
  - c. Employees must meet all the performance standards established for the special team.
  - d. An employee on a special team is expected to respond to calls unless he/she is on approved leave or has another legitimate reason for not doing so.
  - e. Employees must be eligible and available for calls and must be meeting the requirements of the assignment to receive any designated assignment pay. If an employee will be, or is, on leave or light duty for a period of more than sixty (60) days, special team pay will be discontinued until the beginning of the pay period following his/her return to active team membership.
- 14.6 The City reserves the right to remove someone from a team at any time.
- 14.7 A special team member has the right to remove him/herself from a team after four (4) years of active service on the team, unless an exception is granted by the City allowing the member to remove him/herself from the team sooner. This provision only applies to employees that become team members after December 26, 2003.

## **Article 15 UNIFORMS**

- 15.1 All uniforms, protective clothing, or protective devices required of employees in the performance of their duties shall be furnished without cost to all IAFF-represented employees by the City.
- a. The City will supply fire suppression and training personnel with the following items:
    - ✧ 3 House uniform shirts for suppression personnel
      - ◆ 2 short sleeve, 1 long sleeve (uniform shirts shall not be worn in immediately dangerous to life and health (IDLH) atmospheres, unless they meet NFPA 1975 standards)
    - ✧ 5 House uniform shirts for training personnel
      - ◆ 4 short sleeve, 1 long sleeve
    - ✧ 4 House uniform pants (meets NFPA 1975)
    - ✧ 3 Navy blue polo shirts for training personnel
    - ✧ 8 T-shirts (meets NFPA 1975)
    - ✧ 3 Sweatshirts
    - ✧ 1 Ball cap
    - ✧ 1 Belt
    - ✧ 1 Water-resistant coat
    - ✧ 1 Pair of approved boots
    - ✧ 1 Flashlight

- b. The City will provide maintenance personnel with the following items:
    - ✧ 5 Pairs of work pants
      - ◆ 1 uniform pant, 4 BDU style
    - ✧ 1 Navy blue polo shirt
    - ✧ 10 T-shirts
    - ✧ 4 Sweatshirts
    - ✧ 1 Ball cap
    - ✧ 1 Belt
    - ✧ 1 Water-resistant coat
    - ✧ 1 Utility jacket
    - ✧ 1 Pair of work boots
    - ✧ 1 Flashlight
  - c. The City will provide Fire Prevention Section personnel with the following items:
    - ✧ White house uniform shirts
      - ◆ 5 short sleeve, 1 long sleeve
    - ✧ 4 House uniform pants (meets NFPA 1975)
    - ✧ 3 Blue polo shirts
    - ✧ 8 T-shirts
    - ✧ 1 Sweatshirt
    - ✧ 1 Ball cap
    - ✧ 1 Belt
    - ✧ 1 Tie
    - ✧ 1 Water-resistant coat
    - ✧ 1 Utility jacket
    - ✧ 1 Pair of approved boots
  - d. The City will provide Medic Series personnel with the following items:
    - ✧ 5 House uniform shirts
    - ✧ 5 Pairs of pants
    - ✧ 1 Pair of safety coveralls
    - ✧ 5 T-shirts
    - ✧ 2 sweatshirts
    - ✧ 1 Parka
    - ✧ 1 Ball Cap
    - ✧ 1 Tie
    - ✧ 1 Pair of gloves
    - ✧ 1 Belt
    - ✧ 1 Glove pouch
    - ✧ 1 Pair of boots
- 15.2 For fire suppression employees and Deputy Fire Marshals, the City will provide leather turnout boots meeting NFPA 1975 as rubber turnout boots (NFPA 1975) wear out. Employees will have the option to continue to wear a rubber turnout boot in lieu of the leather turnout boot. For recruit academies, new recruits will wear rubber turnout boots (NFPA 1975) for the duration of the academy. New employees will be offered the option of leather turnout boots at the successful completion of the recruit academy and assignment to shift.

- 15.3 The City will be responsible for the replacement and repair of all uniform items, protective clothing, and protective devices, unless the item is lost or damaged due to the employee's neglect. If an employee loses or damages an item through neglect, he/she will be required to purchase a replacement item from the City. The City has the authority to determine if, and when, replacement of any uniform item is required.
- a. If an employee cannot be fitted with the regulation boot, he/she will be provided with an alternate boot selected by the City. An employee may elect to purchase a more expensive boot. If he/she chooses to do so, he/she will be reimbursed an amount equal to the cost of the regulation boot by the City. Any boot selected must be similar in appearance to the regulation boot and meet all department standards.
  - b. If health or fit problems still exist after a reasonable attempt to find an approved boot has been made, the City will provide a safety shoe after the employee provides written medical documentation from a podiatrist.
- 15.4 The City will provide coveralls at each work site. The coveralls will be maintained by the City.
- 15.5 When an employee transfers or terminates from a uniformed position, he/she is required to turn in to the City all uniform items except footwear. If an employee has purchased any additional uniform item, he/she will not be required to turn it into the City. The City has the right to reissue any uniform item, except footwear.
- 15.6 New employees will be issued all house uniforms and related items prior to being placed on shift.
- 15.7 A joint labor/management uniform committee will meet periodically to review the uniform items provided and the standards that must be met for each item and may recommend alternatives or changes in specific items. The City retains the right to approve or not approve these recommendations.

#### **Article 16 PERSONAL LEAVE**

- 16.1 Regular part-time employees who work at least twenty (20) hours a week but less than forty (40) hours per week will be credited with vacation on a pro-rata basis. Employees are not eligible to use vacation until they have been employed for twelve (12) consecutive months.
- a. Vacations shall accrue each pay period on an hourly basis. The accruals may vary from one pay period to the next based on the regular hours worked or in a paid status during the pay period. Accruals will be based on the following schedule for fifty-six (56)-hour employees:

### VACATION/HOLIDAY ACCRUAL FOR 56 HOUR EMPLOYEES

Length of Continuous Service in Years	Vacation Hours Accrued Monthly	Vacation Hours Accrued per Year	Holiday Hours Accrued per Year	Maximum Total Accrual per Year (2x Vacation + Holiday)
Less than 2 years	10	120	156	396
2 but less than 6	12	144	156	444
6 but less than 10	14	168	156	492
10 but less than 14	16	192	156	540
14 but less than 18	18	216	156	588
18 but less than 22	20	240	156	636
22 years and over	24	288	156	732

b. Vacations shall accrue according to the following schedule for forty (40)-hour employees:

### VACATION ACCRUAL FOR 40 HOUR EMPLOYEES

Length of Continuous Service in Years	Hours Accrued Per Pay Period	Hours Accrued per Year	Maximum Total Accrual per Year (2x Vacation)
Less than 2 years	3.892	101.2	202.4
2 but less than 6	4.538	118.0	236.0
6 but less than 10	5.231	136.0	272.0
10 but less than 14	5.877	152.8	305.6
14 but less than 18	6.523	169.6	339.2
18 but less than 22	7.169	186.4	372.8
22 years and over	8.508	221.2	442.4

16.2 Fire Suppression shift employees will receive time off in lieu of holidays as follows:

- a. Fifty-six (56)-hour employees will accrue holiday leave at the rate of 156 hours per year. Holiday leave will accrue bi-weekly on a pro-rated basis. The accruals may vary from one pay period to the next based on the regular hours worked or in a paid status during the pay period.
- b. The hours credited for employees rotated to a forty (40)-hour shift assignment will be converted as specified in Article 12 of this Agreement.
- c. Holiday time cannot be taken until earned unless an exception is granted by the Department.

- 16.3 Medic Series employees will accrue time off in lieu of holidays at the rate of one-hundred twelve (112) hours per year. Holiday time will accrue each bi-weekly pay period based on hours of work and paid leave time coded.
- 16.4 As of the end of the first pay period in March each year, employees' personal leave balances shall be no greater than two (2) times their annual vacation benefit and, for those who accrue shift holiday, one (1) time their annual holiday benefit. All excess time must be taken before the end of the first pay period in March. See tables in 16.1.
- If an employee who is over the maximum personal leave time has attempted but been unable to schedule time off prior to March 1, the City will assign the employee to take off the next available date(s).
  - Employees, who are unable to take scheduled personal leave due to an illness or injury and who will exceed their maximum allowed personal leave time, will be granted an exception for a sufficient period of time to allow for the leave to be taken.
- 16.5 Upon termination, employees will be compensated for all accrued personal leave up to a maximum amount equal to two (2) times their annual vacation benefit and, for those who accrue shift holiday, one (1) time the annual holiday benefit.
- 16.6 Members of the bargaining unit whose regular work week is forty (40) hours (non-shift forty [40] hour employees) are eligible for paid time off on the following designated City holidays subject to the provisions below:
- New Year's Day - January 1
  - Martin Luther King Jr. Day – Third Monday in January
  - Presidents' Day – Third Monday in February
  - Memorial Day – Last Monday in May
  - Independence Day - July 4
  - Labor Day – First Monday in September
  - Veterans' Day – November 11
  - Thanksgiving Day – Fourth Thursday in November
  - Friday following Thanksgiving
  - Christmas Day - December 25
- To qualify for holiday pay, an employee must work the last scheduled work day before, and the first scheduled work day after, the holiday or have been on authorized leave with pay or on authorized leave without pay for not more than fifteen (15) calendar days (fourteen [14] calendar days for forty [40] hour employees).
  - Employees required by the City to work on a holiday listed above as part of their regular work week shall, at the discretion of the supervisor, be granted time off or compensated for all hours worked on the holiday at one-and-one-half (1 ½) times the established straight-time rate in addition to the holiday pay.
  - Holidays which occur during vacation or sick leave will not be charged against such leave.



- d. The annual vacation rates listed in 16.1b have been increased by the two (2) days which were previously given as floating holidays. The increased rate will be accrued each pay period throughout the year.
- 16.7 For the purposes of this Article, the term "hours worked" means all regular hours worked (excluding overtime), paid vacation time, recognized holidays, paid sick leave taken, compensatory time, leaves without pay up to fifteen (15) calendar days, and time off up to one-hundred eighty (180) days in an employment year chargeable to an occupational disability if the employee is continued on full pay for that period.
- 16.8 There will be a total of seven (7) vacation/holiday slots and one (1) compensatory time slot, for a total of eight (8) slots per shift. For October 1<sup>st</sup> through April 30<sup>th</sup>, after the initial sign-up period, if there are vacant vacation/holiday slots, the City may fill up to two (2) slots per day with a fire suppression employee on a known absence from duty (e.g. personal leave, workers' compensation time, sick leave, parental or family medical leave, leave of absence, or light duty), provided the absence is known at the time the slot is, or becomes, open. For May 1<sup>st</sup> through September 30<sup>th</sup>, the City may fill up to one (1) slot per day. Designated holidays, listed in 16.6 above, will be excluded from this provision. Employees who will be off work due to an absence, as described above, are prohibited from trading the time off with another employee or dropping a scheduled vacation/holiday prior to notifying the City of their situation and allowing them to fill the slot in accordance with this provision.

#### **Article 17 HEALTH AND ACCIDENT INSURANCE**

- 17.1 The City provides medical, dental, and vision care benefits for eligible employees. Premiums will be based on differential rates for single, two-party, and family coverage. All employees and their dependents are eligible for coverage on the first of the month following the employee's date of hire. Coverage for an employee hired on the first day of the month shall be effective on the first day of the next month.
- 17.2 Employees covered by this Agreement may select health and accident coverage either under the City Managed Care Plan or the City Health Plan.
- a. Transfers between the City Health Plan and the managed care health plan are subject to all applicable rules established by the City and the managed care plan. City Health Plan dental and vision care coverage will be provided to employees selecting the managed care health plan coverage.
- 17.3 Effective July 1, 2005, employees will be required to pay five percent (5%) of the total cost of the premium for health insurance, based on a tiered rate (single, two-party, and family) with a maximum per month of \$15 for single party, \$45 for two-party, and \$60 for family.
- All employees are required to pay a portion of the premium, including employees married to, or the domestic partner of, other City employees where each is covered under the other's plan.
- 17.4 Employees who work a schedule of fewer than forty (40) hours per week are required to pay for a portion of their health and accident insurance. Part-time employees have the following two options:

- a. The employee may elect employee only medical, dental and vision coverage through the City Health Plan for a cost of five percent (5%) of the total cost of the premium for health insurance with a maximum per month of \$15.
  - b. The employee may elect to cover dependents on either health plan and pay a portion of the total cost of the premium for health insurance pro-rated to their regular work schedule, based on a tiered rate (two-party and family).
  - c. All employees electing to cover dependents are required to pay a portion of the premium, including employees married to, or the domestic partner of, other City employees where each is covered under the other's plan.
- 17.5 See Appendix D for a list of medical, dental, and vision care benefits in effect during the term of this Agreement. The City will notify the Union of any changes in benefits.
- 17.6 The parties agree to participate in a benefits study group with other employee groups which may make non-binding recommendations to City management and the Union on benefits design during the term of this Agreement.
- 17.7 The City shall provide a City-paid Employee Assistance Program to provide individual, family, career, and other counseling services. Participation in the program shall be voluntary. The same provider may be used by the City for a wide variety of services, including, but not limited to, training, work group intervention, mediation, and critical incident debriefs. These work-site related services are not part of the "Employee Assistance Program" as defined by this provision.

#### **Article 18 LIFE INSURANCE**

- 18.1 The City shall provide a term life insurance benefit and an accidental death and dismemberment benefit at a scheduled amount rounded off to the nearest thousand which will be one (1) times the employee's current annual regular rate of income, or two (2) times for accidental death. The City will also continue to offer supplemental life insurance coverage for employee purchase if offered by the City's life insurance carrier.
- 18.2 For employees age seventy (70) or over, this benefit will be reduced to sixty-five percent (65%) of the full amount. For employees age seventy-five (75) or over, the benefit will be reduced to forty-five percent (45%) of the full amount.

#### **Article 19 INDUSTRIAL ACCIDENT AND ILLNESS**

- 19.1 The City provides benefits as required by State law for injuries and illnesses arising out of, and in the course of, employment with the City of Eugene and covered by Workers' Compensation. Employees who sustain an injury or illness compensable by workers' compensation, and who are eligible for workers' compensation temporary disability benefits, will receive wage continuation in lieu of temporary disability benefits, which will ensure the employee's regular take-home pay, so long as the temporary disability benefits are due on the claim.
- 19.2 The continuation is available up to one-hundred eighty (180) calendar days from the date the claim qualifies as "disabling".

- 19.3 After this period, time loss benefits will be paid directly to the employee. An employee may use accrued vacation, holiday time, compensatory time, and sick leave, to supplement the time loss payments as long as he/she is legally due such payments.

## **Article 20 WAGES AND SALARIES**

- 20.1 Wages and salaries covered by this Agreement effective July 1, 2005, shall be in accordance with Appendix A-1, which reflects a two percent (2%) increase over January 1, 2005 wages for all classifications.
- a. Effective January 1, 2006, salaries for employees covered by this Agreement shall be increased by two percent (2%) over the previous salaries.
  - b. Effective July 1, 2006, salaries for employees covered by this Agreement shall be increased by two percent (2%) over the previous salaries.
  - c. Effective January 1, 2007, salaries for employees covered by this Agreement shall be increased by two and one-quarter percent (2.25%) over the previous salaries.
- 20.2 Employees hired at, or promoted to, step one (1) of the salary schedule for their classification shall be eligible for a one (1) step merit increase after six (6) months of employment and again at twelve (12) months, and every year thereafter. Employees hired above step one (1) shall be eligible for a one (1) step merit increase after twelve (12) months of employment, and every year thereafter. Approval for merit increases shall be granted only after a departmental review of the employee's work performance provided the evaluation is satisfactory. Merit increases will be effective the beginning of the pay period that is closest to the employee's merit anniversary date.
- 20.3 Fire Suppression employees who are promoted to any position within the bargaining unit will be moved to the same step they are currently receiving on the new salary range. All other bargaining unit employees who are promoted or reclassified to a classification with a higher salary range will be placed at step one (1) of the range or at the step that provides at least a five percent (5%) increase over the employee's current pay.
- 20.4 Employees will be paid on a bi-weekly payroll cycle.
- 20.5 In the event the City creates a new classification within the Fire & EMS Department, it will provide the Union with written notice and a job description no less than thirty (30) days prior to filling the position. The Union reserves the right to negotiate salaries and any working conditions that are mandatory subjects of bargaining and unique to the new classification.

## **Article 21 RETIREMENT**

- 21.1 During the term of this Agreement, the City shall participate in the Oregon public employee retirement plans for employees established in ORS Chapter 238 and ORS 238A, and in effect as of the effective date of this Agreement, as applicable to employees covered by this Agreement. The retirement benefits provided will be those defined in ORS Chapters 238 and 238A and may change during the life of this Agreement if the statutes or administrative rules governing the public employee retirement plans are changed. The City will make employer contributions to the plans as required by law.

- 21.2 As of the date that an employee becomes a member of the public retirement plans' Individual Account Program (IAP), the City agrees to pay six percent (6%) of each eligible employee's salary, as defined by ORS Chapter 238A, as the employee's contribution to the employee's IAP account. In the event that the courts overturn the PERS reform legislation creating the IAP, the City will resume paying the employee contribution to PERS (pick-up), as allowed by law. Under applicable retirement law and administrative rule, this money continues to be the employee's money to which he/she is entitled upon retirement or withdrawal from the IAP contributions to PERS.
- 21.3 If, during the life of this contract, the City's payment of the six percent (6%) employee contribution must be discontinued due to a change in state law or a final non-appealable judgment from a court of competent jurisdiction, the City agrees to negotiate with the Union for a comparable level benefit.
- 21.4 Increases or decreases in the cost of present retirement benefit levels will be included as wage and benefit costs in determining the total compensation package in any reopeners. Program costs are established by the PERS Board and its actuary.

## **Article 22 SICK LEAVE**

- 22.1 Bargaining unit members will be credited with sick leave as follows:
- a. Fifty-six (56)-hour personnel will accrue sick leave at the rate of one-hundred-forty-four (144) hours per year. Sick leave will accrue bi-weekly on a pro-rated basis. The accruals may vary from one pay period to the next based on the regular hours worked or in a paid status during the pay period.
  - b. Forty (40)-hour employees will accrue sick leave at the rate of 3.692 hours for each bi-weekly pay period, or ninety-six (96) hours per year. Sick leave will accrue bi-weekly based on the regular hours worked or in a paid status during the pay period.
  - c. Regular part-time employees working at least twenty (20) hours per week, but less than forty (40) hours, will receive sick leave credit on a pro-rata basis. Part-time employees with a regular work schedule will code sick leave hours according to the scheduled hours to be worked that day.
  - d. Upon hire, employees will be credited with their first six (6) months of sick leave accruals. No further sick leave will accrue until after six (6) months of employment. If an employee leaves city employment during their first six (6) months, the value of any sick leave taken beyond that which they would have accrued by their last date of employment will be deducted from their final paycheck.
- 22.2 There will be a limit of 1,350 hours on the amount of sick leave time that can be accrued for forty (40)-hour employees and a limit of 1,890 hours on the amount of sick leave time that can be accrued for fifty-six (56)-hour employees.
- a. Bargaining unit employees employed before 1991 may have a separate account for excess sick leave accrued prior to the implementation of the sick leave accrual limit. Time may never be accrued in this account. Time in this account will not be reported to PERS upon retirement.

- b. Employees will not be able to accrue more than 1,350/1,890 in the regular sick leave account.
  - c. Employees can elect to charge sick leave taken to either the regular sick leave account or the excess sick leave account.
- 22.3 The use of accrued sick leave will be allowed only when an employee is unable to work because of illness or off-the-job injuries. Sick leave pay will not be allowed for disabilities resulting from employment other than with the City.
- 22.4 Employees may use up to twenty-four (24) hours of sick leave per occurrence because of an illness of a family member where the employee's presence is necessary for the care of the family member. "Family member" for purposes of this Article, is defined as the employee's spouse, child, parent or parent-in-law, dependents, other individuals living in the same household, and/or domestic partner and the equivalent family relations for employees who are in a qualifying domestic partner relationship as defined by City policy on health insurance coverage. Exception to the twenty-four (24) hour limit may be made by the Department.
- 22.5 Employees who qualify under the City's Leave Donation Program may receive time donations in catastrophic circumstances.
- 22.6 Employees may use accrued sick leave for family medical leave purposes, in accordance with state and federal law.
- 22.7 When requested, the employee must provide a medical release to return to work and/or a doctor's verification of illness satisfactory to the City's physician. A doctor's verification of illness may be required by the City for any illness beyond three (3) working days, in cases of frequent use of sick leave, or when the pattern of sick leave usage indicates potential abuse of sick leave privileges. Expenses, if any, resulting from verification of illness or releases to return to work will be the responsibility of the employee.
- 22.8 Verification by an independent medical examination (IME) may also be required in any circumstance in which the City, on reasonable grounds, judges the employee's health status to constitute an obstacle to performing his/her full range of duties without limitations. When the City requires an examination under this provision, the City shall be responsible for the costs of the examination and the employee shall be compensated for his/her time. In the event the City decides to require an employee to participate in an examination by the City's physician or an independent medical examination, the employee shall be informed of the decision in writing. Such written notice shall include a statement of the reason(s) for the decision and shall be given in a timely manner. The employee shall cooperate with the City in scheduling and completing the examination.
- 22.9 Upon retirement, the City shall credit the unused sick leave to increase retirement benefits under PERS, as provided in ORS 237.153. For purposes of PERS sick leave fold-in, the sick leave cap is 1,350 hours. For all fifty six (56)-hour employees, the City will maintain a separate tracking system for sick leave fold-in purposes in accordance with PERS guidelines.
- 22.10 The parties agree to form and participate in a Joint Labor Management group to address sick leave issues.

## **Article 23 LONG TERM DISABILITY**

The City will provide a long-term disability benefit that conforms to the insuring agreements, as set forth in policy, for bargaining unit members disabled due to off- or on-the-job injury or illness. The long-term disability benefit will insure sixty percent (60%) of the employee's base salary at the time of the disabling injury or illness (up to \$5,000 of covered salary per month). Benefits for eligible employees will begin accruing after ninety (90) days of total disability and will be administered according to the terms of the policy. Employees with an accepted claim for long-term disability benefits shall not be terminated until one (1) year has lapsed from the first day of total disability. After ninety (90) days from the first day of total disability, the eligible employee will be on leave from the City without pay, unless receiving the sick leave benefit as provided in this Agreement. This benefit shall be available for represented employees regularly scheduled to work twenty (20) hours or more per week. For part-time employees, the "base salary" will be adjusted on a quarterly basis in the months of April, July, October, and January of each year.

## **Article 24 COMPASSIONATE LEAVE**

- 24.1 In the event of a death in the immediate or extended family, the Department will grant an employee sufficient time off with pay to make funeral arrangements and to attend the funeral. For the purpose of this Agreement, immediate family is defined as spouse, parent, child, sibling, grandchild, or grandparent, mother- or father-in-law, sister- or brother-in-law, any individuals living in the employee's personal household and/or domestic partner and the equivalent family relations for employees who are in a qualifying domestic partner relationship as defined by City policy on health insurance coverage.
- 24.2 Forty (40)-hour employees may use up to five (5) working days compassionate leave as the situation warrants (e.g., distance to travel, necessity to make arrangements, etc.). Fifty-six (56)-hour employees may use up to two (2) shifts as the situation warrants. All time is to be taken within two (2) weeks of the death, unless an exception is granted by the division manager. Leave with pay of up to four (4) hours may be granted when an employee serves as a pallbearer. Compassionate leave is not charged to sick leave accumulation.

## **Article 25 MILITARY LEAVE**

- 25.1 Annual Training Leave: An employee with six (6) months' service with the City who is a member of the National Guard or a reserve component of the Armed Forces of the United States is entitled to a leave of absence for a period not to exceed fifteen (15) calendar days in any training year. The training year coincides with the federal fiscal year. Employees shall inform the City of the dates of the training year after their unit fixes those dates and provides them to the employee. Such leave shall be granted without loss of pay or other leave, and without impairment of other rights or benefits, provided the employee receives bona fide orders to active or training duty for a temporary period, provides them to the City, and returns to his/her position immediately upon expiration of the period for which he/she was ordered to duty. Employees may use accrued personal time or leave without pay to cover additional National Guard or reserve training leave, including weekend training.
- 25.2 Military Leave While On Active Duty: Employees called up for active duty will be granted leave without pay in accordance with state and federal laws.

## **Article 26 WITNESS OR JURY DUTY**

Employees will be paid full salary when they are required to serve on a jury or are subpoenaed as a witness. All moneys received as witness fees or pay for jury duty must be signed over to the City, unless such fees are earned on days off or during other authorized leave with pay. Employees will be expected to report to work when less than a normal work day is required for jury or witness duties. This provision does not include court attendance for personal legal business or actions against the City of Eugene. If, as a result of his/her official duties, an employee is required to appear in court as a witness for the City, during off-duty hours, the employee will receive compensation at the overtime rate with a minimum of two (2) hours paid.

## **Article 27 LEAVE WITHOUT PAY**

- 27.1 An employee may be granted a leave of absence without pay up to one (1) year when the work of the Department will not be seriously handicapped by their absence. Requests for such leave must be in writing and must establish reasonable justification for the leave. Leaves of absence must be approved by the City in accordance with the City's Administrative Policies and Procedures.
- 27.2 Employees on authorized voluntary leaves without pay for one (1) calendar month or more will not be eligible for any insurance benefits provided under the terms of this Agreement, except as required by the Family Medical Leave Act (FMLA).
- 27.3 Except for military leave, workers' compensation leave, or qualified family medical leave (FMLA), employees who voluntarily take a leave without pay of one (1) month or more will have their credited years of service, merit review, probationary end date, and seniority date adjusted to reflect a deduction of the time of the leave without pay. Exceptions may also be granted for chronic, long-term, or catastrophic illnesses which result in the employee exhausting all accrued leave time.
- 27.4 Employees will be granted family leave and parental leave in accordance with state and federal law.

## **Article 28 WORK EQUIPMENT REIMBURSEMENT**

- 28.1 The City will reimburse employees for personal property stolen, damaged, lost, or destroyed as a result of the employee's performance of his/her required duties. However, reimbursement may not be granted if an employee's negligence or wrongful conduct was a substantial contributing factor for the theft, damage, loss, or destruction. The final decision whether to reimburse for repairs or whether to replace the item shall remain with the City.
- 28.2 Only those personal items that have a direct use or application in the employee's performance for assigned job duties will be considered for reimbursement under this Article. Employees will receive reimbursement for certain specified items at the lower of the replacement cost, or amount specified below.

<u>Item</u>	<u>Scheduled Value</u>
▪ Wristwatch	\$100.00
▪ Stethoscope	\$100.00
▪ EMT Belt Case *	\$30.00
▪ Knife/Multi-Purpose Tool	\$100.00
▪ Contact Lenses or Glasses, And/or frames if not covered by Workers' Compensation	\$250.00

\* Reimbursement for EMT belt cases will be for washable fabric cases only

- 28.3 For the items above, if the City is able to purchase the same item the employee currently has at a cheaper rate than the employee, the City has the right to provide the item rather than cash reimbursement.

## **Article 29 GRIEVANCE PROCEDURE**

- 29.1 For the purpose of this Agreement, a grievance is defined as a dispute about the meaning or interpretation of a particular clause of this Agreement or about an alleged violation of this Agreement.
- 29.2 The City and the Union agree it is desirable to resolve problems and issues informally. In the event a problem relating to provisions of this Agreement cannot be resolved informally, grievances shall be processed in the following manner:
- 29.3 Step 1 - If the attempt to resolve the problem informally is unsuccessful, the employee or the Union shall submit the grievance in writing to his/her immediate supervisor within fifteen (15) days of the occurrence thereof, or of the employee's knowledge thereof. The written notice shall include the facts upon which the grievance is based, the provision of the contract alleged to have been violated, and the remedy sought. The supervisor shall respond to the grievance in writing with a copy to the Union as quickly as possible, but no later than ten (10) days after the grievance is first discussed.
- 29.4 Step 2 - If after ten (10) days from receipt of the immediate supervisor's reply the grievance remains unresolved, the Union may submit written notice along with all pertinent written information including a statement of the grievance and relevant facts, specific provision(s) of the contract allegedly violated, and remedy sought to the Division Manager, or his/her designee. A meeting with the employee, the Union representative, and the management representative will be scheduled within five (5) days of the receipt of written notice to review the facts of the grievance. The Division Manager, or his/her designee, shall respond to the Union in writing with a copy to the employee within ten (10) days of the meeting.
- 29.5 Step 3 - If the grievance is not resolved, within ten (10) days following the response at Step 2, the grievance, along with all pertinent written information, may be submitted to the Chief with a copy to the Human Resources Manager. The Chief or his/her designee shall meet with the Union representative, and the Human Resources Manager, or his/her designee, and shall render a decision within ten (10) calendar days after the close of the meeting.
- 29.6 Step 4 - If the Chief's decision does not resolve the grievance, the Union may submit the grievance to an arbitrator within ten (10) calendar days following the Step 3 response, according to the following prescribed manner:
- a. A list of five (5) Oregon members of the American Arbitration Association shall be requested from the State Conciliator. The parties will meet within seven (7) calendar days of receiving the list and will alternately strike one (1) name from the list until only one (1) is left. The City shall strike the first name. The one remaining shall be the arbitrator. One (1) day will be allowed for the striking of each name.
  - b. The arbitrator shall render a decision within thirty (30) days. The powers of the arbitrator shall be limited to interpreting this Agreement and determining if it has been violated. He/she shall have no authority to alter, modify, vacate, or amend any terms of this Agreement, to substitute



his/her judgment for that of the City in any instance where the City is exercising its operational prerogatives or its prerogatives under this Agreement, or to decide on any condition which is not specifically treated in this Agreement. The decision of the arbitrator shall be binding on both parties. Neither of the parties shall submit any new factual information or evidence in arbitration that was not presented previously in the administrative proceedings. If prior to the arbitration hearing, either of the parties discovers new evidence not previously discussed, the parties shall reconvene at the third step of this procedure. This meeting shall not result in delay of the arbitration hearing unless mutually stipulated.

- c. Each grievance will be submitted at a separately convened arbitration hearing unless the parties agree mutually to submit more than one grievance at the same arbitration hearing. The costs of the impartial arbitrator, the court reporter, or stenographer, if requested by the arbitrator, and transcripts of the hearing furnished to the arbitrator, shall be shared equally by the parties. Each party shall be responsible for all costs of presenting its position to the arbitrator. All meetings and hearings under this provision shall be kept informal and private, and shall include only such parties in interest and/or designated representatives as referred to in this Article. All information relative to the grievance and resolutions accomplished via the procedure shall be considered exempt from public disclosure in an effort to ensure confidentiality to the employee.
  - d. As an alternative to arbitration, the parties may mutually agree to grievance mediation. Such attempt at mediation shall not constitute a waiver of the right to seek arbitration but shall constitute a waiver of time limits specified herein pending the outcome of the mediation process.
- 29.7 A different supervisor or manager will handle each successive step of the grievance procedure.
- 29.8 Any or all time limits specified in the grievance procedure may be waived by mutual consent of the parties. The Union or the City may request the extension of time. Such request will not be arbitrarily denied. Failure by the Union to submit the grievance in accordance with these time limits without waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will allow the Union to escalate the grievance to the next step. A grievance may be terminated at any time upon receipt of a signed statement from the Union or the employee that the matter has been resolved.
- 29.9 As used in this article, "days" means calendar days.
- 29.10 The Union shall be advised in writing of any grievance settled between the City and an employee without Union representation. Such settlements shall not be considered as precedents for future contract interpretations.

### **Article 30 DISCIPLINE AND DISCHARGE**

- 30.1 No employee who has completed the initial employment probationary period with the City of Eugene shall be subject to discipline or discharge without just cause. Unless otherwise warranted by circumstances, discipline normally shall be progressive, including oral reprimand, written reprimand, suspension, and discharge. Alternative forms of discipline (e.g. demotion, loss of overtime privileges, etc.) may be used when deemed more appropriate.
- 30.2 If the City determines there is just cause for demotion, suspension or discharge, the City shall provide the employee with written notice of the proposed disciplinary action, the grounds for such

action, and the right of the employee to respond either orally or in writing to the person initiating such action prior to implementing the proposed action. Such written notice shall be provided to the employee at least ten (10) calendar days prior to the proposed effective date of the action.

- 30.3 Upon request of the employee, the City shall allow the employee an opportunity to consult with a Union representative prior to the interview and to have a Union representative present during interviews or other disciplinary meetings with management representatives. The role of the Union representative at this meeting shall be as defined by the Employment Relations Board. However, this opportunity for representation shall not unduly delay such interviews or meetings. This section shall not apply to any interview or meeting with an employee in the normal course of business, counseling, instruction, or other routine contact with a supervisor where discipline is not contemplated.
- 30.4 Documentation of discipline shall be placed in the employee's personnel file. After the timeframes indicated below, the discipline cannot be relied upon as the basis for progressive disciplinary action should another incident occur warranting discipline. However, the City reserves the right to the use of such documentation to refute a claim regarding the employee's overall employment record or to refute a claim that the employee did not have knowledge of a policy, rule, or procedure:
- |   |           |
|---|-----------|
| Step 1 - written record of oral reprimand | - 1 year  |
| Step 2 - written reprimand                | - 2 years |
| Step 3 – suspension                       | - 4 years |
- a. If subsequent conduct occurs that leads to discipline of a written reprimand or greater during this period of time, all current disciplinary action may continue to be relied on.
- b. Any discipline that is stale will not be considered by promotion boards, referred to in written performance evaluations, nor relied upon as a basis for progressive discipline.
- 30.5 No information that reflects critically upon an employee shall be placed in a personnel file without the review and the signature of the employee. The employee's signature confirms only discussion and presentation of the document to the employee, and does not indicate agreement or disagreement. The employee or the union (with the employee's signature) has the right to attach a statement of rebuttal to any information placed in the personnel file.
- 30.6 No documentation regarding unfounded complaints shall be placed in an employee's personnel file, used in reviews for promotion, referred to in written performance evaluations, nor relied upon as a basis for discipline or future disciplines.

#### **Article 31 CAREER DEVELOPMENT**

- 31.1 The City will provide assistance and support to employees in developing their career goals, creating a career development plan, and building the knowledge, skills, and abilities to attain their goals. The City will identify, or establish, a variety of opportunities and resources to assist employees including books and resource materials, career development guides and assessment tools, and a career assessment and counseling service through the Employee Assistance Program. Employees may contact Recruitment and Selection staff in the Human Resource and Risk Service Department or staff in the Training Section of the Fire & EMS Department for career development information.

- 31.2 Employees have the primary responsibility for developing and implementing their own career development plans. If an employee has a written career development plan, the City will consider the employee's goals as a factor when making decisions regarding training, education, team or committee selections, or assignments.
- 31.3 For bargaining unit line classifications, promotional processes will be open to current bargaining unit employees only, unless sufficient qualified employees do not apply.
- 31.4 In bargaining unit promotional processes opened for outside applicants, if all qualifications are basically equal, internal applicants will be given preference over outside applicants.

## **Article 32 STATION FACILITIES**

The City will provide and maintain televisions, VCRs, and microwaves in each fire station. The City will maintain existing equipment in stations and replace it when needed.

The City will continue to provide free parking for all on-duty employees.

## **Article 33 SAFETY**

- 33.1 The City acknowledges an obligation to provide a safe and healthy environment for its employees. The City, the Union, and bargaining unit employees agree to follow any and all applicable local, state, and federal laws pertaining to health and safety.
- 33.2 Only trained and qualified Fire Officers, or acting-in-capacity Fire Officers, will be used to command or supervise fire ground operations at emergency incidents or live fire training drill(s).
- 33.3 Only trained and qualified regular Fire/EMS personnel, as defined by the classification specifications and the Fire/EMS Policy and Procedure Manual, employed by the Fire & EMS Department will actively engage in fire suppression/emergency activities or emergency medical incidents except when in mutual aid situations.
- 33.4 Any time a death or life-threatening injury of an employee occurs on the job, the protective equipment and safety devices connected with the accident shall be preserved by the City's Risk Services Division until an initial investigation is completed and the device or equipment can be appropriately tested and cleared for continued use.
- 33.5 Anytime personal protective equipment or a safety device malfunctions and the malfunction could have resulted in the death or a life-threatening injury to an employee, the equipment or device will be taken out of service and preserved until an initial investigation is completed and the device or equipment can be appropriately tested and cleared for continued use.

## **Article 34 SUSTENANCE**

- 34.1 The City will provide for food sustenance to personnel who, as a result of working for an extended period of time at an emergency incident or due to high call volume, were unable to obtain sustenance at prescribed times.

- 34.2 For Fire Suppression employees, the City will either provide necessary food and beverages or reimburse employees for the cost of meals for employees required to be on extended duty, under the following conditions:
- a. When personnel are on any emergency(ies) or medical transfer(s) and out of the station for a substantial period of time prior to the hours of 1430 hours at lunch time, and 1930 hours at dinner time;
  - b. When personnel are on any emergency(ies) or medical transfer(s) for more than three (3) hours between the hours of 2200 and 0800 hours (no more than one [1] meal will be provided per night);
  - c. Fifty-six (56)-hour employees who are assigned by a supervisor, after reporting to work, to a location other than a fire station or other City facility, during the hours specified above;
  - d. When off-duty personnel are recalled for greater alarms of fire or other emergencies for four (4) hours or more between the hours of 2200 and 0800 hours; or,
  - e. At any other time the Captain feels the supplying of food is warranted, subject to the Chief Officer's approval.
- 34.3 When the employee is within the service district, the City will reimburse employees for meals in an amount not to exceed nine dollars (\$9.00) for lunch and eleven dollars (\$11.00) for dinner, including gratuity. A receipt must be submitted no later than three (3) shifts after purchase and must be signed by the person seeking reimbursement. The names of personnel for whom the meals were furnished; the date and the time; the place and location (city) where the meal was purchased; the unit number; and, the reason for the meal must be provided along with the receipt. When an employee is outside the service district, he/she will be reimbursed in accordance with City policy.
- 34.4 The City will develop and implement a process to ensure the medic series employees are given the opportunity to have a meal period, as outlined in Article 11.21. Both parties recognize there will be occasions when business needs preclude the opportunity for a meal period. If an effective solution is not reached within six (6) months of the signing of this agreement, the parties agree to reopen this article.

### **Article 35 USE OF ALCOHOL AND DRUGS**

- 35.1 The City and the Eugene Firefighters Association jointly recognize that drug or alcohol use by an employee would be a threat to the public welfare and the safety of Department personnel. It is the policy of the City of Eugene to attempt to prevent drug and alcohol abuse by providing education and assistance to all employees. The use of, or being under the influence of, alcohol or controlled substances as defined by the law, shall not be permitted at the work site and/or while on duty. As used in this policy, controlled substances do not include medications lawfully prescribed for the employee's use when taken as prescribed. Prohibited conduct is further defined in City and Department policy.
- 35.2 All employees will be fully informed of the Department's drug and alcohol testing policy and procedures before testing is administered. Newly hired employees will be provided with this

information as part of their orientation. No employee shall be tested until this information is provided to him/her. Employees will also be provided with information concerning the impact of alcohol and/or drugs on job performance.

- 35.3 Drug or alcohol testing will occur only in those circumstances where specific, objective facts become apparent to the supervisor which reasonably leads him/her to believe the employee is under the influence of alcohol or drugs while on the job.
- 35.4 Random or massive testing is prohibited except as specifically provided for in provision 35.7 b of this Article.
- 35.5 No testing may be conducted without the approval of a Fire Department supervisor. The supervisor must document in writing the circumstances surrounding the testing and the reasons why the test was ordered. The employee will be provided with a copy of the documentation within twenty-four (24) hours of the conclusion of the test. It shall be the policy of the City that, whenever possible, before ordering the testing of an employee, supervisors will consult with the City's Human Resource and Risk Services Department to verify the appropriateness of the testing.
- 35.6 Testing Procedures: All samples will be tested for chemical adulteration, alcohol, narcotics, Cannabis, PCP, Cocaine, amphetamines, and sedatives.
  - a. Drug and Alcohol Testing Laboratory: The City and the Union shall select a Department of Health and Human Services (DHHS) certified laboratory that can demonstrate experience and capability of quality control, documentation, chain of evidence, technical expertise, and demonstrated proficiency in urine and blood analysis. Any sample which has been adulterated or, in the case of a urine test, is shown to be of a substance other than urine will be reported as such.
  - b. Test Result Standards for Drugs: Test results for drugs will be evaluated and judged based on accepted standards.
  - c. Test Result Standards for Alcohol: Test results for alcohol will be considered positive when the individual's blood alcohol content is .04 percent or greater.
  - d. Testing Mechanisms: The following testing mechanisms shall be used for any test for alcohol or drugs performed on employees.
    - 1) Any urine screening will be performed by the use of the enzyme immunoassay (EMIT) method and confirmed by the use of Gas Chromatography/Mass Spectrometry (GC/MS). If at any time tests exist with higher rates of reliability than either of these methods, such tests will be used in place of them if agreed to by the City and the Union.
    - 2) Alcohol tests shall be performed by standard laboratory blood alcohol analysis.
    - 3) Procedures to be Used When the Urine Sample is Given: The following procedure shall be used whenever an employee is requested to give a urine sample:
      - A. The employee will be transported as soon as possible to the City physician's office during normal business hours or to the City's designated hospital during non-business

hours. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.

- B. At the time of testing, the employee will be required to list all prescribed medications, controlled substances, and/or over-the-counter medications currently being used. Prescribed medications or controlled substances listed will be substantiated by written communication from the attending physician.
  - C. Urine collection shall be conducted in a manner which provides a high degree of security for the sample and freedom from adulteration. Employees shall not be witnessed while submitting a sample. Instead, administrative procedures and biologic testing of the sample will be conducted to prevent the submission of fraudulent tests. Upon request, an employee shall be entitled to the presence of a Union representative before testing is administered.
  - D. Immediately after the sample is given, it will be divided into two (2) equal parts. Each of the two portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. Both of the samples will then be delivered to the City's designated testing laboratory. If the test is positive, both samples will be held by the laboratory for one (1) year and then destroyed. If the test is negative, both samples will be held for seven (7) days and then destroyed.
  - E. The sample will first be tested using the screening procedure set forth in Section 35.6.d.3 of this policy.
  - F. If the test is positive for the presence of controlled substances as defined by the law, excluding any medications lawfully prescribed for the employee's use when taken as prescribed, the employee will be notified of the positive results within twenty-four (24) hours after the City learns of the results, and will be provided with copies of all documents pertinent to the test. The employee will then have the option of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section 35.6.a of this policy.
  - G. Each step in the collecting and processing of the urine specimens shall be documented to establish procedural integrity and chain of evidence.
- 4) Procedures Used When the Blood Sample is Given: The following procedure shall be used whenever an employee is requested to give a blood sample:
- A. The employee will be transported as soon as possible to the City physician's office during normal business hours or to the City's designated hospital during non-business hours. The test shall be given in such a manner as to protect the authenticity and reliability of the sample and the privacy of the individual.
  - B. Immediately after the sample has been drawn, it will be divided into two (2) equal parts. Each of the two (2) portions of the sample will be separately sealed, labeled, and stored in a secure and refrigerated atmosphere. Both of the samples will then be delivered to the designated testing laboratory. If the test is positive, both samples will be held by the laboratory for one (1) year and then destroyed. If the test is negative, both samples will be held for seven (7) days and then destroyed.

- C. If the test results exceed the limit specified in Section 35.6 b and c of this Article, the employee will be notified of the results within twenty-four (24) hours after the City learns of the results and will be provided with copies of all documents pertinent to the test. The employee will then have the option of having the untested sample submitted to a laboratory of the employee's own choosing which meets the standards specified in Section 35.6 a of this Article.
- D. Each step in the collecting and processing of the blood specimens shall be documented to establish procedural integrity and chain of evidence.
- E. The City will bear the cost of the initial and confirmatory tests. If an employee chooses to test the second sample, the employee will pay the cost of the test(s). However, in the event that it is demonstrated that the initial testing resulted in a false positive, the City will reimburse the employee for the cost of the second sample testing.
- F. Testing shall be evaluated in a manner to ensure that an employee's legal drug and alcohol use does not affect the evaluation of the test results.
- G. All test results will be evaluated by a suitably trained physician.
- H. Test results shall be treated with the same confidentiality as other employee medical records.

35.7 Consequences of Positive Test Results:

- a. An employee who has tested positive for the presence of intoxicants or controlled substances pursuant to this Article shall be referred to the Employee Assistance Program or drug and alcohol counseling. An employee's participation in the Employee Assistance Program or in drug or alcohol counseling will be considered in determining what, if any, disciplinary action may be taken.
- b. An employee who tests positive may be subject to unannounced testing for a one (1) year period following the positive test. If the employee violates the terms of agreed-to treatment or again tests positive during the period, he/she will be subject to immediate discipline, which may include discharge.

35.8 The cost of treatment and required time away from work will be covered as defined in the provisions of this Agreement for non-occupational illnesses or injuries and current insurance policies.

35.9 Employee Rights:

- a. The employee shall have the right to a Union representative up to and including the time the sample is given. However, this provision shall not unreasonably delay testing. Nothing herein shall restrict the employee's right to representation under general law.
- b. If at any point the results of the laboratory testing procedures specified in this Article are negative, all further testing will be discontinued except as specified in 35.7b of this Article. The employee will be provided with a copy of the results and all documentation on the testing will be sealed and maintained in a secure place. All test results will be kept confidential by the City.

- c. Any employee who tests positive will be given access to all written documentation available from the testing laboratory which verifies the accuracy of the testing equipment used in the testing process, the chain of evidence, and the accuracy rate of the laboratory.
- 35.10 If an employee successfully completes a treatment program and is released for duty, he/she shall be returned to his/her regular duty assignment. Employee assignment during treatment will be based on each individual's circumstances. If follow-up care is prescribed after treatment, complying with it may be a condition of employment.
- 35.11 This drug and alcohol testing program is initiated solely at the request of the employer. The Union shall be held harmless for the violation of any worker's rights by the City arising from the administration of the drug and alcohol testing program.

#### **Article 36 MODIFICATION**

If either party wishes to modify, amend, add to, or delete any of the provisions of this Agreement, that party shall give notice by the end of January of the year this Agreement expires.

#### **Article 37 SAVINGS CLAUSE**

- 37.1 The provisions of this Agreement are declared to be severable. If any section, subsection, sentence, clause, or phrase of this Agreement shall for any reason be held to be invalid or unconstitutional, the validity of the provisions of this Agreement shall remain in effect, it being the intent of the parties that this Agreement shall stand notwithstanding the invalidity of any part.
- 37.2 In the event any section, subsection, sentence, clause, or phrase of this Agreement is held to be invalid or unconstitutional, the parties will bargain a replacement that to the extent legally allowable, serves the same purpose as the severed language. If an agreement on suitable replacement language is not reached within thirty (30) calendar days of the first meeting, interest arbitration on that issue may be initiated by either party.



**Article 38 TERMS OF AGREEMENT—TERMINATION**

- 38.1 This Agreement shall be effective as of the date it is signed below and shall be binding upon the City, the Union, and its members and shall remain in full force and effect through June 30, 2007.
- 38.2 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.
- 38.3 Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter without mutual consent, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated and signed this Agreement. All terms and conditions of employment not covered by this Agreement shall continue to be subject to the City's direction and control.

In witness whereof, the parties to this Agreement have executed the same, by their offices and agents as duly authorized on this 30th day of June 2005.

FOR THE CITY:

FOR IAFF:

\_\_\_\_\_  
Dennis Taylor, City Manager

\_\_\_\_\_  
Scott Olmos, President

\_\_\_\_\_  
Thomas J. Tallon, Fire Chief

\_\_\_\_\_  
Michael Kenworthy, Vice-President

\_\_\_\_\_  
Lauren Chouinard, HRRS Director

\_\_\_\_\_  
Sven Wahlroos, Secretary-Treasurer

\_\_\_\_\_  
Helen Towle, HR Manager

\_\_\_\_\_  
Joe Seibert, Executive Board Member

**APPENDIX A-1 IAFF Salary Schedule**  
**July 1, 2005 - December 31, 2005**  
2% COLA

Range	Class Title (Shift Hours)	Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
28-3	Medic I (40)	Hourly Rate	15.76	16.55	17.37	18.25	19.16	20.08
		Bi-weekly Rate	1260.80	1324.00	1389.60	1460.00	1532.80	1606.40
		Annual Rate	32780.80	34424.00	36129.60	37960.00	39852.80	41766.40
30-3	Medic II (40)	Hourly Rate	17.37	18.25	19.16	20.08	21.57	23.15
		Bi-weekly Rate	1389.60	1460.00	1532.80	1606.40	1725.60	1852.00
		Annual Rate	36129.60	37960.00	39852.80	41766.40	44865.60	48152.00
33-0	Firefighter (56)	Hourly Rate	14.50	15.23	16.35	17.51	18.53	19.82
		Bi-weekly Rate	1624.00	1705.76	1831.20	1961.12	2075.36	2219.84
		Annual Rate	42224.00	44349.76	47611.20	50989.12	53959.36	57715.84
33-1	Emergency Equip Tech I (40) Firefighter (40 hr)	Hourly Rate	20.33	21.31	22.88	24.50	25.94	27.73
		Bi-weekly Rate	1626.40	1704.80	1830.40	1960.00	2075.20	2218.40
		Annual Rate	42286.40	44324.80	47590.40	50960.00	53955.20	57678.40
34-0	Fire Engineer (56 hr)	Hourly Rate	16.35	17.15	17.99	18.91	19.86	20.87
		Bi-weekly Rate	1831.20	1920.80	2014.88	2117.92	2224.32	2337.44
		Annual Rate	47611.20	49940.80	52386.88	55065.92	57832.32	60773.44
34-1	Deputy Fire Marshal 1 (40) Fire Engineer (40)	Hourly Rate	22.88	23.98	25.20	26.49	27.78	29.23
		Bi-weekly Rate	1830.40	1918.40	2016.00	2119.20	2222.40	2338.40
		Annual Rate	47590.40	49878.40	52416.00	55099.20	57782.40	60798.40
35-0	Fire Lieutenant (56)	Hourly Rate	17.23	18.11	19.01	19.97	20.98	22.05
		Bi-weekly Rate	1929.76	2028.32	2129.12	2236.64	2349.76	2469.60
		Annual Rate	50173.76	52736.32	55357.12	58152.64	61093.76	64209.60
35-1	Emergency Equip Tech II (40) Fire Instructor (40) Fire Lieutenant (40)	Hourly Rate	24.12	25.35	26.60	27.96	29.35	30.87
		Bi-weekly Rate	1929.60	2028.00	2128.00	2236.80	2348.00	2469.60
		Annual Rate	50169.60	52728.00	55328.00	58156.80	61048.00	64209.60
36-2	Fire Captain (56 hr)	Hourly Rate	18.48	19.39	20.37	21.40	22.49	23.63
		Bi-weekly Rate	2069.76	2171.68	2281.44	2396.80	2518.88	2646.56
		Annual Rate	53813.76	56463.68	59317.44	62316.80	65490.88	68810.56
36-3	Deputy Fire Marshal 2 (40) EMS Training Coord (40) Fire Captain (40)	Hourly Rate	25.86	27.15	28.52	29.94	31.49	33.07
		Bi-weekly Rate	2068.80	2172.00	2281.60	2395.20	2519.20	2645.60
		Annual Rate	53788.80	56472.00	59321.60	62275.20	65499.20	68785.60
37-0	Fire Training Captain (40)	Hourly Rate	27.15	28.52	29.94	31.49	33.07	34.73
		Bi-weekly Rate	2172.00	2281.60	2395.20	2519.20	2645.60	2778.40
		Annual Rate	56472.00	59321.60	62275.20	65499.20	68785.60	72238.40

**APPENDIX A-2 IAFF Salary Schedule**  
**January 1, 2006 - June 30, 2006**  
2% COLA

Range	Class Title (Shift Hours)	Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
28-3	Medic I (40)	Hourly Rate	16.08	16.88	17.72	18.62	19.54	20.48
		Bi-weekly Rate	1286.40	1350.40	1417.60	1489.60	1563.20	1638.40
		Annual Rate	33446.40	35110.40	36857.60	38729.60	40643.20	42598.40
30-3	Medic II (40)	Hourly Rate	17.72	18.62	19.54	20.48	22.00	23.61
		Bi-weekly Rate	1417.60	1489.60	1563.20	1638.40	1760.00	1888.80
		Annual Rate	36857.60	38729.60	40643.20	42598.40	45760.00	49108.80
33-0	Firefighter (56)	Hourly Rate	14.79	15.53	16.68	17.86	18.90	20.22
		Bi-weekly Rate	1656.48	1739.36	1868.16	2000.32	2116.80	2264.64
		Annual Rate	43068.48	45223.36	48572.16	52008.32	55036.80	58880.64
33-1	Emergency Equip Tech I (40) Firefighter (40 hr)	Hourly Rate	20.74	21.74	23.34	24.99	26.46	28.28
		Bi-weekly Rate	1659.20	1739.20	1867.20	1999.20	2116.80	2262.40
		Annual Rate	43139.20	45219.20	48547.20	51979.20	55036.80	58822.40
34-0	Fire Engineer (56 hr)	Hourly Rate	16.68	17.49	18.35	19.29	20.26	21.29
		Bi-weekly Rate	1868.16	1958.88	2055.20	2160.48	2269.12	2384.48
		Annual Rate	48572.16	50930.88	53435.20	56172.48	58997.12	61996.48
34-1	Deputy Fire Marshal 1 (40) Fire Engineer (40)	Hourly Rate	23.34	24.46	25.70	27.02	28.34	29.81
		Bi-weekly Rate	1867.20	1956.80	2056.00	2161.60	2267.20	2384.80
		Annual Rate	48547.20	50876.80	53456.00	56201.60	58947.20	62004.80
35-0	Fire Lieutenant (56)	Hourly Rate	17.57	18.47	19.39	20.37	21.40	22.49
		Bi-weekly Rate	1967.84	2068.64	2171.68	2281.44	2396.80	2518.88
		Annual Rate	51163.84	53784.64	56463.68	59317.44	62316.80	65490.88
35-1	Emergency Equip Tech II (40) Fire Instructor (40) Fire Lieutenant (40)	Hourly Rate	24.60	25.86	27.13	28.52	29.94	31.49
		Bi-weekly Rate	1968.00	2068.80	2170.40	2281.60	2395.20	2519.20
		Annual Rate	51168.00	53788.80	56430.40	59321.60	62275.20	65499.20
36-2	Fire Captain (56 hr)	Hourly Rate	18.85	19.78	20.78	21.83	22.94	24.10
		Bi-weekly Rate	2111.20	2215.36	2327.36	2444.96	2569.28	2699.20
		Annual Rate	54891.20	57599.36	60511.36	63568.96	66801.28	70179.20
36-3	Deputy Fire Marshal 2 (40) EMS Training Coord (40) Fire Captain (40)	Hourly Rate	26.38	27.69	29.09	30.54	32.12	33.73
		Bi-weekly Rate	2110.40	2215.20	2327.20	2443.20	2569.60	2698.40
		Annual Rate	54870.40	57595.20	60507.20	63523.20	66809.60	70158.40
37-0	Fire Training Captain (40)	Hourly Rate	27.69	29.09	30.54	32.12	33.73	35.42
		Bi-weekly Rate	2215.20	2327.20	2443.20	2569.60	2698.40	2833.60
		Annual Rate	57595.20	60507.20	63523.20	66809.60	70158.40	73673.60

**APPENDIX A-3 IAFF Salary Schedule**  
**July 1, 2006 - December 31, 2006**  
2% COLA

Range	Class Title (Shift Hours)	Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
28-3	Medic I (40)	Hourly Rate	16.40	17.22	18.07	18.99	19.93	20.89
		Bi-weekly Rate	1312.00	1377.60	1445.60	1519.20	1594.40	1671.20
		Annual Rate	34112.00	35817.60	37585.60	39499.20	41454.40	43451.20
30-3	Medic II (40)	Hourly Rate	18.07	18.99	19.93	20.89	22.44	24.08
		Bi-weekly Rate	1445.60	1519.20	1594.40	1671.20	1795.20	1926.40
		Annual Rate	37585.60	39499.20	41454.40	43451.20	46675.20	50086.40
33-0	Firefighter (56)	Hourly Rate	15.09	15.84	17.01	18.22	19.28	20.62
		Bi-weekly Rate	1690.08	1774.08	1905.12	2040.64	2159.36	2309.44
		Annual Rate	43942.08	46126.08	49533.12	53056.64	56143.36	60045.44
33-1	Emergency Equip Tech I (40) Firefighter (40 hr)	Hourly Rate	21.15	22.17	23.81	25.49	26.99	28.85
		Bi-weekly Rate	1692.00	1773.60	1904.80	2039.20	2159.20	2308.00
		Annual Rate	43992.00	46113.60	49524.80	53019.20	56139.20	60008.00
34-0	Fire Engineer (56 hr)	Hourly Rate	17.01	17.84	18.72	19.68	20.67	21.72
		Bi-weekly Rate	1905.12	1998.08	2096.64	2204.16	2315.04	2432.64
		Annual Rate	49533.12	51950.08	54512.64	57308.16	60191.04	63248.64
34-1	Deputy Fire Marshal 1 (40) Fire Engineer (40)	Hourly Rate	23.81	24.95	26.21	27.56	28.91	30.41
		Bi-weekly Rate	1904.80	1996.00	2096.80	2204.80	2312.80	2432.80
		Annual Rate	49524.80	51896.00	54516.80	57324.80	60132.80	63252.80
35-0	Fire Lieutenant (56)	Hourly Rate	17.92	18.84	19.78	20.78	21.83	22.94
		Bi-weekly Rate	2007.04	2110.08	2215.36	2327.36	2444.96	2569.28
		Annual Rate	52183.04	54862.08	57599.36	60511.36	63568.96	66801.28
35-1	Emergency Equip Tech II (40) Fire Instructor (40) Fire Lieutenant (40)	Hourly Rate	25.09	26.38	27.67	29.09	30.54	32.12
		Bi-weekly Rate	2007.20	2110.40	2213.60	2327.20	2443.20	2569.60
		Annual Rate	52187.20	54870.40	57553.60	60507.20	63523.20	66809.60
36-2	Fire Captain (56 hr)	Hourly Rate	19.23	20.18	21.20	22.27	23.40	24.58
		Bi-weekly Rate	2153.76	2260.16	2374.40	2494.24	2620.80	2752.96
		Annual Rate	55997.76	58764.16	61734.40	64850.24	68140.80	71576.96
36-3	Deputy Fire Marshal 2 (40) EMS Training Coord (40) Fire Captain (40)	Hourly Rate	26.91	28.24	29.67	31.15	32.76	34.40
		Bi-weekly Rate	2152.80	2259.20	2373.60	2492.00	2620.80	2752.00
		Annual Rate	55972.80	58739.20	61713.60	64792.00	68140.80	71552.00
37-0	Fire Training Captain (40)	Hourly Rate	28.24	29.67	31.15	32.76	34.40	36.13
		Bi-weekly Rate	2259.20	2373.60	2492.00	2620.80	2752.00	2890.40
		Annual Rate	58739.20	61713.60	64792.00	68140.80	71552.00	75150.40

**APPENDIX A-4 IAFF Salary Schedule**  
**January 1, 2007 - June 30, 2007**  
2.25% COLA

Range	Class Title (Shift Hours)	Rate	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
28-3	Medic I (40)	Hourly Rate	16.77	17.61	18.48	19.42	20.38	21.36
		Bi-weekly Rate	1341.60	1408.80	1478.40	1553.60	1630.40	1708.80
		Annual Rate	34881.60	36628.80	38438.40	40393.60	42390.40	44428.80
30-3	Medic II (40)	Hourly Rate	18.48	19.42	20.38	21.36	22.94	24.62
		Bi-weekly Rate	1478.40	1553.60	1630.40	1708.80	1835.20	1969.60
		Annual Rate	38438.40	40393.60	42390.40	44428.80	47715.20	51209.60
33-0	Firefighter (56)	Hourly Rate	15.43	16.20	17.39	18.63	19.71	21.08
		Bi-weekly Rate	1728.16	1814.40	1947.68	2086.56	2207.52	2360.96
		Annual Rate	44932.16	47174.40	50639.68	54250.56	57395.52	61384.96
33-1	Emergency Equip Tech I (40) Firefighter (40 hr)	Hourly Rate	21.63	22.67	24.35	26.06	27.60	29.50
		Bi-weekly Rate	1730.40	1813.60	1948.00	2084.80	2208.00	2360.00
		Annual Rate	44990.40	47153.60	50648.00	54204.80	57408.00	61360.00
34-0	Fire Engineer (56 hr)	Hourly Rate	17.39	18.24	19.14	20.12	21.14	22.21
		Bi-weekly Rate	1947.68	2042.88	2143.68	2253.44	2367.68	2487.52
		Annual Rate	50639.68	53114.88	55735.68	58589.44	61559.68	64675.52
34-1	Deputy Fire Marshal 1 (40) Fire Engineer (40)	Hourly Rate	24.35	25.51	26.80	28.18	29.56	31.09
		Bi-weekly Rate	1948.00	2040.80	2144.00	2254.40	2364.80	2487.20
		Annual Rate	50648.00	53060.80	55744.00	58614.40	61484.80	64667.20
35-0	Fire Lieutenant (56)	Hourly Rate	18.32	19.26	20.23	21.25	22.32	23.46
		Bi-weekly Rate	2051.84	2157.12	2265.76	2380.00	2499.84	2627.52
		Annual Rate	53347.84	56085.12	58909.76	61880.00	64995.84	68315.52
35-1	Emergency Equip Tech II (40) Fire Instructor (40) Fire Lieutenant (40)	Hourly Rate	25.65	26.97	28.29	29.74	31.23	32.84
		Bi-weekly Rate	2052.00	2157.60	2263.20	2379.20	2498.40	2627.20
		Annual Rate	53352.00	56097.60	58843.20	61859.20	64958.40	68307.20
36-2	Fire Captain (56 hr)	Hourly Rate	19.66	20.63	21.68	22.77	23.93	25.13
		Bi-weekly Rate	2201.92	2310.56	2428.16	2550.24	2680.16	2814.56
		Annual Rate	57249.92	60074.56	63132.16	66306.24	69684.16	73178.56
36-3	Deputy Fire Marshal 2 (40) EMS Training Coord (40) Fire Captain (40)	Hourly Rate	27.52	28.88	30.34	31.85	33.50	35.17
		Bi-weekly Rate	2201.60	2310.40	2427.20	2548.00	2680.00	2813.60
		Annual Rate	57241.60	60070.40	63107.20	66248.00	69680.00	73153.60
37-0	Fire Training Captain (40)	Hourly Rate	28.88	30.34	31.85	33.50	35.17	36.94
		Bi-weekly Rate	2310.40	2427.20	2548.00	2680.00	2813.60	2955.20
		Annual Rate	60070.40	63107.20	66248.00	69680.00	73153.60	76835.20

## **APPENDIX B EMT CERTIFICATION PAY**

Fire Suppression employees in designated, relevant classifications shall receive a dollar adjustment calculated on top-step Firefighter in the following percentages:

- 1.5% per month for maintenance of an EMT B certification\*;
- 3.0% per month for maintenance of an EMT I certification;
- 7% per month for maintenance of an EMT P certification for employees fully available for assignment to the medic unit except as noted below.
  
- After ten (10) years of service with the City of Eugene as a paramedic fully available for assignment to the medic unit, employees may request to be placed on restricted or exempt status in accordance with Department policy and still receive certification pay.

\* The EMT B/1 certification pay applies only to those employees certified as EMT B/1 prior to July 1, 1988.

Medic I and Medic II will not be eligible for EMT certification pay.

## APPENDIX C OVERTIME CALLBACK ROSTER

- I. Captain--Vacancy
  - 1. Off-Duty Captain
  - 2. Off-Duty Lieutenant
  - 3. Off-Duty COD Qualified
- II. Lieutenant--Vacancy
  - 1. Off-Duty Lieutenant
  - 2. Qualified Off-Duty Captain \*
  - 3. Off-Duty COD Qualified
- III. Engineer--Vacancy
  - 1. Off-Duty Engineer
  - 2. Qualified Off-Duty Fire Fighter
- IV. Medic Technician-- Vacancy
- V. Medic Driver-- Vacancy
- VI. Medic I
  - 1. Medic I - Part-time
  - 2. Medic II - Part-time
  - 3. Medic I - Full-time, off-going/on-coming shift
  - 4. Medic II - Full-time, off-going/on-coming shift
  - 5. Medic I - Full-time, List
  - 6. Medic II - Full-time, List
  - 7. Firefighter I/P - off-going shift, firefighters only off drivers list\*\*
  - 8. Firefighter I/P - firefighter only off drivers list\*\*
  - 9. Medic I - Draft \*\*\*
  - 10. Firefighter I/P - Draft firefighter only off drivers list
- VII. Medic II
  - 1. Medic II - Part-time
  - 2. Medic I - Part-time if qualified to work as Medic II
  - 3. Medic II - Full-time, off-going/on-coming shift
  - 4. Medic I - Full-time if qualified, off-going/on-coming shift
  - 5. Medic II - Full-time, List
  - 6. Medic I - Full-time if qualified, List
  - 7. Firefighter P - off-going shift, firefighters only off tech list\*\*
  - 8. Firefighter P - firefighter only off tech list\*\*
  - 9. Medic II - Draft \*\*\*
  - 10. Firefighter P - Draft firefighter only off tech list

\* If a Captain accepts voluntary call-back as a Lieutenant, he/she will be paid his/her current step on the Lieutenant salary range.

\*\* Firefighters will be paid at their fifty six (56)-hour wage rate.

\*\*\* Medics can only be drafted two (2) times in a calendar month.

This call-back procedure is to be used only when in the judgment of the City the call-back of off-duty personnel is necessary. If the call-back in one step of the list does not result in the position being filled, call-back will drop to the next step of the list. Such list will be exhausted prior to calling in other personnel.

**APPENDIX D SUMMARY OF BENEFITS\***  
**FOR**  
**CITY OF EUGENE IAFF-REPRESENTED EMPLOYEES**  
**Effective July 1, 2005 through June 30, 2006**

<b>Benefits</b>	<b>City Health Plan Administered by ODS Health Plan</b>	<b>City Managed Care Plan Administered by ODS Health Plan</b>
<b>General Information</b>		
Benefit Levels	The City Health Plan uses a Preferred Provider Organization (PPO) network. Benefit levels after the deductible:  In-Network provider: 80% of discounted rates; Non-Network provider: 50% of reasonable and customary charges.	The City Managed Care Plan is a Point of Service (POS) plan. It is necessary for you and your covered dependents to choose a Primary Care Practitioner (PCP). Benefits are paid at the highest level when provided or referred by your PCP. Most Non-Network provider benefits are 50% of reasonable and customary charges after the copay.
Service Area	Worldwide for emergencies. Service area for ODS Network includes all Oregon counties. Also Pacific, Wahkiakum, Cowlitz, Clark, Skamania, Klickitat, Benton, Walla Walla counties in Washington state. Also Owhyee, Canyon, Payette and Washington counties in Idaho.	
Choice of Physician	Any qualified physician. While in the service area, you must use a network provider or hospital to receive in-network benefits.	Except for Alternate Care, you must use or be referred by your PCP to be paid at the highest benefit level.
Calendar Year Deductibles – Medical and Dental	Medical: \$100 per person; \$300 maximum per family.  Dental: \$50 per person; \$150 maximum per family. All benefits paid after the deductible is met unless otherwise noted.	Medical: No deductible.  Dental: Covered under the City Health Plan dental coverage.
Dental Maximums	First calendar year of coverage: \$300. Each succeeding calendar year: \$1,300.	Covered under the City Health Plan dental coverage.
Out-of-Pocket Medical Maximums	\$850 per person each calendar year in addition to the deductible for covered services. Once this limit has been met, eligible charges are covered in full for the remainder of calendar year.	\$1,000 per person each calendar year. Once this limit has been met, eligible charges are covered in full for the remainder of calendar year.
Out-of-Pocket Rx Maximums	Combined Medical and Prescription Out-of-Pocket maximum (see above).	\$1,250 per person each calendar year.
Lifetime Max. Benefit	\$2,000,000	\$2,000,000 for medical coverage.
*This comparison of benefits summarizes the general benefits under each plan. It does not provide a full description of benefits. Please contact ODS for further information.		



Benefits		City Health Plan Administered by ODS Health Plan	City Managed Care Plan Administered by ODS Health Plan
Pre-existing Conditions			
	Open enrollment	If you have been enrolled for 6 consecutive months in one of the City's health plans, you may transfer at open enrollment without any pre-existing condition limitations.	
	New Eligible Employees & Dependents (Does not apply to newborn or adopted children or pregnancy related conditions)	Benefits limited to \$2,000 during the first 6 months for illness or injuries for which you received treatment in the 90 days before coverage began. The exclusion period will be reduced by creditable coverage under another health plan.	No pre-existing condition limitations under the City Managed Care Plan.
Eligible Dependents		Spouse or domestic partner, and dependent children.	Spouse or domestic partner, and dependent children.
Dependent Children		In addition to other policy requirements, unmarried, dependent children under age 19; or under age 23 if a full-time student in an accredited school. Students must be enrolled for 12 or more class hours per week.	In addition to other policy requirements, unmarried, dependent children under age 19, or under age 23 if they are full-time students (as defined by the policy).
Claims Filing		Claim forms may be submitted by either the patient or the provider.	No claim forms needed for the City Managed Care Plan.
Group Numbers		Medical M056 Dental 2796 Vision N222	Medical N439
For more Information		ODS Health Plans Portland Office: (800) 575-9295 Human Resource & Risk Services: (541) 682-5061	
Note: Benefits described below for the health plan options assume plan members receive services preauthorized by their City Managed Care Plan PCP or through the City Plan PPO.			
Hospital Services			
Semi-private Room and Board		80% after deductible*	Paid in full after \$60 co-payment per day (\$300 maximum per stay).
*Subject to compliance with utilization review.			

Benefits		City Health Plan Administered by ODS Health Plan	City Managed Care Plan Administered by ODS Health Plan
<b>Maternity Care</b>			
Hospital Services including Caesarean Sections and Newborn Care		Covered the same as any other medical condition (80% after deductible); routine hospital nursery care covered from date of birth.  For delivery at licensed birthing center: 100% after deductible.	Covered in full for outpatient delivery. Inpatient delivery covered in full after \$60 co-payment per day (\$300 maximum per stay).
Physician Hospital Services including Prenatal, Delivery and Postnatal Care of Mother and Child		80% after deductible.	Covered in full after \$25 co-payment per pregnancy.
<b>Physician Services</b>			
Office Visits		80% after deductible; 80% no deductible for treatment of accidental injury.	Covered in full after \$10 co-payment per visit.
Allergy Injections		80% after deductible.	Covered in full.
Hospital Visits		80% after deductible.	Covered in full.
Surgery/Delivery			
	Inpatient	80% after deductible.	Covered in full.
	Outpatient	100% no deductible for physician services. 80% after deductible for outpatient facility charges.	Surgery covered in full. \$10 office visit co-payment if performed in physician's office.
<b>Preventive and Well-Care Services</b>			
Periodic Physical Exams (eligibility by age)		Covered at 80% to a maximum benefit of \$250; no deductible.	Covered in full after \$10 co-payment per visit.
Well-Baby/Child Care		Covered at 80% during first 24 months, no deductible.	Covered in full after \$10 co-payment per visit (subject to schedule).
Immunizations		Covered at 80% for adults and children; no deductible.	Covered in full.
Breast, Pap and Pelvic Exams, Mammography		Covered at 80% once every 12 months, no deductible.	Covered in full after \$10 co-pay (one per calendar year). Mammography subject to schedule of eligibility.
<b>Outpatient Services</b>			
X-Ray, Lab Tests and Radiation Therapy		80% after deductible for illness; 80% no deductible for treatment of accidental injury.	Covered in full.

<b>Benefits</b>	<b>City Health Plan Administered by ODS Health Plan</b>	<b>City Managed Care Plan Administered by ODS Health Plan</b>
Rehabilitation (Physical Therapy)	80% after deductible if prescribed by physician.	Covered in full after \$10 co-pay per session; limited to 30 sessions/yr. (combined with Occupational & Speech Therapy). Must be preauthorized.
Occupational and Speech Therapy	80% after deductible for certain medical conditions if prescribed by physician.	Covered in full after \$10 co-pay per session; limited to 30 sessions/yr. (combined with Physical Therapy). Must be preauthorized.
<b>Special Provisions</b>		
Mental Health Services & Chemical Dependency including Alcoholism	Benefits provided in accordance with state and federal requirements.	Benefits provided in accordance with state and federal requirements.
<b>Emergency Care</b>		
Within Service Area	80% after deductible for treatment of illness; 80% with no deductible for treatment of accidental injury.	\$60 co-payment per visit; waived if admitted.
Outside of Service Area	80% after deductible for treatment of illness; 80% with no deductible for treatment of accidental injury.	\$60 co-payment per visit; waived if admitted.
Emergency Transportation	100%, no deductible for local ambulance service.	\$50 per trip; waived if admitted. Air ambulance covered when preauthorized.
<b>Other Medical Treatment</b>		
Hearing Aids	50% of eligible expenses covered after deductible, up to a \$500 maximum benefit during a 36-month period.	50% of eligible expenses covered up to a \$500 maximum benefit during a 36-month period.
Home Health Care	Covered in full after deductible when provided by RN or registered physical therapist and prescribed by a physician.	Covered in full when preauthorized.
Hospice Care	Covered in full after deductible.	Covered in full when preauthorized.
Alternate Care	Acupuncture and Chiropractor: 80% after deductible. Office visits to Licensed Naturopaths (\$300 benefit max), Licensed Massage Therapists (\$300 benefit max), and Registered Dietitians (\$200 benefit max): 80% after deductible. Benefit maximums per calendar year as noted. No limitation on number of visits.	Services of Licensed Chiropractors, Licensed Massage Therapists, Registered Acupuncturists & Registered Dietitians; and office visits to Licensed Naturopaths: \$10 co-pay per visit, up to 12 visits (12 total visits combined for all types of alternate care providers) per year.

<b>Benefits</b>	<b>City Health Plan Administered by ODS Health Plan</b>	<b>City Managed Care Plan Administered by ODS Health Plan</b>
Podiatrist	80% after deductible.	Covered in full after \$10 co-pay for non-routine foot care when preauthorized by a PCP.
Prescription Drugs	<u>Retail (after the deductible):</u> Generic: \$10 co-payment Others: 20% co-payment	<u>Retail (No claim form required):</u> Preferred: 50% co-payment Non- Preferred: 50% co-payment
	<u>Mail Order (Walgreens):</u> Generic: \$10 co-payment Preferred: \$20 co-payment or 20%, whichever is greater with a \$25 cap Premium: \$25 co-payment or 25%, whichever is greater with a \$60 cap	<u>Mail-order (Walgreens):</u> Preferred: \$15 co-payment Non-Preferred: \$30 co-payment
Prosthetic Devices (Pacemaker, artificial limb, etc.)	80% after deductible for devices replacing body functions.	80% for initial device replacing body function when obtained while you are covered by this Plan and when need first arises.
Durable Medical Equipment	Rental covered at 80% after deductible when prescribed by a physician (up to the purchase price of rental).	Covered at 80%.
<b>Hearing and Vision</b>		
Hearing Analysis	Covered at 80% when prescribed by physician for medical problems.	Routine hearing exams covered in full after \$10 co-payment for children under age 18 once every 24 months when performed by PCP.
Eye Exams	80% with no deductible up to \$75 once every 12 months.	Covered in full after \$10 co-payment for children under age 18 once every 24 months.  Adults covered under the City Health Plan vision coverage.
Prescription Lenses	Lenses and frames <b>or</b> cosmetic contacts covered once every 24 months with examination. Frames \$60 Single lens \$25 per lens Bifocals \$40 per lens Cosmetic Contacts \$90 (both lenses) \$75 per lens for contacts required after cataract surgery or if vision cannot be corrected to 20/70 without such lenses. Covered once every 24 months.	Covered under the City Health Plan vision coverage.

<b>Benefits</b>	<b>City Health Plan Administered by ODS Health Plan</b>	<b>City Managed Care Plan Administered by ODS Health Plan</b>
<b>Dental*</b>		
Preventive Dental Care-Exams, Bite-Wing X-Rays, Fluoride, and Routine Cleaning	100% no deductible.	Covered under the City Health Plan dental coverage.
Fillings, Restorative Crowns, Denture Repairs	80% after \$50 deductible.	Covered under the City Health Plan dental coverage.
Initial and Replacement Dentures and Bridgework	50% after \$50 deductible. Covered only if previous denture or bridgework is more than five years old, and teeth were removed while the covered person was eligible for coverage under this plan.	Covered under the City Health Plan dental coverage.
Orthodontia	50% with no deductible. \$2,000 lifetime maximum per covered person.	Covered under the City Health Plan dental coverage.
Maximums	First calendar year of coverage: \$300. Each succeeding calendar year: \$1,300.	Covered under the City Health Plan dental coverage.
<i>*City's dental plan utilizes participating dentists who have contracts with ODS. Benefit levels for non-participating dental providers are based on the prevailing fee level for covered services.</i>		
<b>Benefits</b>	<b>City Health Plan Administered by ODS Health Plan</b>	<b>City Managed Care Plan Administered by ODS Health Plan</b>
<b>Changes effective 7/1/06</b>		
Prescription Drugs	<u>Retail (after the deductible):</u> Generic: \$10 co-payment Preferred: 20% co-payment Premium: 25% co-payment	<u>Retail</u> Generic: 50% or \$10 co-payment, whichever is greater Preferred: 50% or \$25 co-payment, whichever is greater Non-preferred: 50% or \$40 co-payment, whichever is greater
	<u>Mail Order</u> Generic: \$10 co-payment Preferred: \$20 or 20% co-payment, whichever is greater with a \$30 cap Premium: \$25 co-payment or 25%, whichever is greater, with a \$70 cap	<u>Mail Order (up to 90 day supply)</u> Generic: \$15 co-payment Preferred: \$25 co-payment Non-preferred: \$50 co-payment

<b>Benefits</b>	<b>City Health Plan Administered by ODS Health Plan</b>	<b>City Managed Care Plan Administered by ODS Health Plan</b>
Office Visits	No change	\$15/visit for professional services, including outpatient surgery in office \$15/visit for Alternative Care \$15 per visit at out-patient facility
Out Patient Services	No change	Radiology & Lab –\$15 per visit CT Scans & MRI –\$15 per visit
<b>Changes effective 1/1/07</b>		
Out-of-Pocket Medical Maximums	\$950 per person	\$1,100 per year
Deductible	\$150 per person, \$450 per family	
Rx Out of Pocket Maximum	No change	\$1,350 per year

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF EUGENE  
AND  
IAFF LOCAL 851**

1. The following changes will be made in the promotion policy:
  - a) An EMT I may be required after promotion. If so, the City will provide an EMT I class on duty or pay for employees to attend an I class at LCC within eighteen (18) months of promotion.
  - b) The requirement for Eugene experience for all IAFF positions, except line positions, will be eliminated.
2. The City and the Union agree to continue to evaluate the current EMS delivery system.
3. The Union and City agree to bargain any mandatory subjects involved in the procedures used to build the daily roster and to backfill for vacancies. Both parties agree to make a good faith effort to make changes that will simplify the process and reduce the time required to complete the process. The bargaining will be completed no later than September 30, 2005, unless the parties mutually agree to extend the timeframe. The parties agree that Appendix C may be opened for changes if needed as part of this process.

Agreed to this 30th day of June, 2005.

For the City:

For the Union:

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Helen Towle  
Human Resources Manager

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Scott Olmos  
President

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF EUGENE  
AND  
INTERNATIONAL ASSOCIATION OF FIREFIGHTERS (IAFF)**

The City and IAFF recognize the benefit of having each fire suppression employee issued two sets of turnout coats, pants, and gloves. The City is committed to working towards the goal of issuing a second set of turnouts to all suppression employees who do not currently have them, as funds allow. The current stock of unissued turnouts will be inventoried as soon as practical and any items not considered necessary to remain in stock for reserve call back or spare stock will be allocated to individual employees. Each fiscal year, the City will buy as many additional turnouts as the budget allows, but no less than six (6) per year (2 per shift), until all suppression employees have two (2) sets. The Safety Committee will determine the criteria used for distributing reissued or new turnouts.

Agreed to this 11th day of May, 2005

\_\_\_\_\_  
For the City of Eugene

\_\_\_\_\_  
For the Union



**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF EUGENE  
AND  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, (IAFF 851)**

The City proposed a change in the positions of Emergency Equipment Technician in 2004, creating a lead position one range higher than the current position and the working level one range lower. One of the incumbents, Eric McGillvrey, was reclassified to the lead position, Emergency Equipment Technician II. The City and IAFF agreed to continue to pay the other employee above the new range for Emergency Equipment I. IAFF has raised concerns about the equity of the implementation for the two current employees. In recognition of the concerns, the City has agreed to pay Eric McGillvrey a three percent (3%) differential for the period of time he is employed as an Emergency Equipment II, unless there is a subsequent change in the classification series or ranges for these positions that is bargained between the parties.

Agreed to this 30th day of June, 2005.

For the City

For the Union

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Helen Towle, Human Resources Manager

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Joe Seibert, IAFF Chief Negotiator